

BMW Insurance



BMW Tyre  
Insurance



**BMW Protect**  
BMW Tyre Insurance Handbook



**START  
STOP  
ENGINE**

# Introduction

This is **your BMW Tyre Insurance policy** document which forms part of **your** contract of insurance for **your tyres**. **Your** contract of insurance also includes **your confirmation of cover** which must be read in conjunction with **your policy** document.

Please keep this **policy** document and **your confirmation of cover** in a safe place as these will be required if **you** need to make a claim or want to cancel this **policy**.

Please check the eligibility requirements in the General Conditions to make sure **you** and **your insured vehicle** are eligible for cover. **You** will not be offered renewal of this **policy** at the end of the **period of insurance**. If **you** have any questions about this insurance, please contact BMW Protect Services on 0845 641 9735.

In return for the payment of **your premium** the **insurer** will provide insurance cover in accordance with the terms and conditions of this **policy** for **your tyres** during the **period of insurance**.

# Definitions

Some of the words in this **policy** document have specific meanings. These are explained below and have the same meaning wherever they appear in **bold** text throughout this **policy** or **your confirmation of cover**.

<b>Claim limit</b>	The amount shown on the <b>confirmation of cover</b> .
<b>Confirmation of cover</b>	A document which details the <b>insured vehicle</b> and specifies the cover provided by <b>your policy</b> .
<b>Damage/Damaged</b>	The sudden and unforeseen deflation of a <b>tyre</b> caused by accidental <b>damage</b> to the <b>tyre</b> itself or malicious <b>damage</b> to the <b>tyre</b> or valve by a third party and requiring immediate repair or replacement before the <b>tyre</b> can be used normally.
<b>Insured vehicle</b>	A BMW car whose registration number is shown <b>confirmation of cover</b> .

## Definitions (continued)

<b>Insurer</b>	Allianz Insurance plc
<b>Limit of cover</b>	The amount shown on the <b>confirmation of cover</b> .
<b>Period of insurance</b>	The period between the start date and the expiry date shown on <b>your confirmation of cover</b> .
<b>Policy</b>	The contract of insurance between <b>you</b> and the <b>insurer</b> .
<b>Premium</b>	The amount shown on the <b>confirmation of cover</b> .
<b>Repairer</b>	A business providing the repair, supply and fitting of vehicle <b>tyres</b> .
<b>Repair costs</b>	The reasonable and usual cost of the materials and the labour to repair, balance and fit the repaired <b>tyre</b> .
<b>Replacement costs</b>	The reasonable and usual cost of like for like <b>tyres</b> of similar make and quality, as the <b>damaged tyre</b> including the reasonable labour cost of fitting and balancing the new <b>tyre</b> .
<b>Tyre/Tyres</b>	The <b>tyres</b> fitted to the <b>insured vehicle</b> .
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
<b>We, us, our</b>	Mondial Assistance (UK) Limited which administers the insurance on behalf of the <b>insurer</b> .
<b>Wear and tear</b>	<b>Damage</b> that occurs as a result of normal use or ageing of <b>tyres</b> fitted to the <b>insured vehicle</b> .
<b>You, your, policyholder</b>	The person named on the <b>confirmation of cover</b> who is the owner of the <b>insured vehicle</b> .

## What Is Covered

The **Insurer** will provide the cover described below during the **period of insurance** while **you** own the **insured vehicle** and it is driven within the **United Kingdom**.

If **your tyre** is **damaged** we will pay:

- An amount up to the **claim limit** per **tyre** for **repair costs**; or
- An amount up to the **claim limit** per **tyre** for **replacement costs**

subject to a maximum of 5 claims not exceeding the **limit of cover**.

If **your insured vehicle** is a BMW fitted with non Run-flat **tyres**, the **claim limit** includes the cost of replacement of any used liquid sealant supplied as part of the mobility system.

Run-flat **Tyres** will only be replaced under the terms of this **policy**.

If **your tyre** cannot be replaced with an identical **tyre** it will be replaced with a **tyre** of an equivalent specification up to, but not exceeding £300.

If the **insured vehicle** is replaced under the new for old benefit of **your** motor insurance **policy** we will transfer the unexpired term of this **policy** to the replacement vehicle.

## What Is Not Covered Under This Policy

We will not pay for:

### 1. **Damage caused directly or indirectly by:**

- a. **wear and tear**
- b. use of the **tyre** at the incorrect pressure
- c. faulty manufacture or design
- d. incorrect wheel balance, defective suspension, steering geometry or tracking
- e. a road traffic accident, fire or theft
- f. malicious **damage** where the incident has not been reported to the Police and a crime reference number obtained
- g. driving the **insured vehicle** with **damaged** Run-flat **tyres** against the manufacturer's recommendation for Run-flat **tyres**
- h. carrying more people in the **insured vehicle** than allowed by the number of seats available;
- i. war, invasion act of foreign enemy hostilities (whether war be declared or not) terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power

## What Is Not Covered Under This Policy (continued)

- j. Ionising radiation or radioactive contamination by any nuclear fuel or waste; the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
- 2. Repair or replacement costs:**
- a. for **tyres** that do not carry the European “E” mark
  - b. for **tyres** which have less than the legal minimum tread depth at the date of the incident that can be recovered under any other insurance or warranty
  - c. for a **tyre** on the opposite side of the axle that is not **damaged** or that is near to the end of its useful life
3. Any claim where the incident causing the **damage** does not fall within the **period of insurance**.
  4. Any claim where the incident causing the **damage** takes place outside the **United Kingdom**.
  5. Any claim not reported within 3 days of the incident causing the **damage**.
  6. Any claim where the **insured vehicle** is used for racing, speed testing, reliability trials and off-road trials.
  7. Any claim where the **insured vehicle** is used for hire or reward, courier delivery and driving tuition.
  8. Any other losses incurred by **you** as a result of **damage** to the **tyres**.

## How To Make A Claim

### You can either:

- Take the **insured vehicle** to a BMW Authorised Dealer who will validate **your** claim and arrange the repair or replacement of **your damaged tyre**. The BMW Authorised Dealer will submit evidence of **your** claim to **us** with the invoice for payment.

or

- Call the BMW Protect Services Team on 0845 641 9738 who will take details of **your** claim and provide advice on how to proceed with **your** claim.

**You** must report any incident of malicious **damage** to the police, obtain a crime reference number and provide it with **your** claim.

## Claims Conditions

1. Any costs not covered or in excess of the claims limit (including VAT where **you** are registered for VAT) must be settled directly with the dealer or **repairer**.
2. **We** reserve the right to have the **insured vehicle** and **tyres** inspected by an independent expert prior to the repair or replacement of any **tyre**. In the event of a dispute the decision of the independent expert will be final.
3. The **insurer** reserves the right to pursue an action (in **your** name) against any third party for recovery of the amount paid for any claim caused by malicious **damage**.

## General Conditions

The following General Conditions apply to the whole of this **policy**.

### 1) Eligibility

**You** are eligible for this **policy** if;

- a) **you** are over 18 and **your** permanent place of residence is in the UK, or in the case of a business, registered and trading in the UK
- b) **you** have paid the **premium** and agreed to comply with the terms and conditions of this **policy**
- c) the **insured vehicle** is less than 7 years old and has covered less than 80,000 miles
- d) the **tyres** on the **insured vehicle** have more than the minimum legal tread depth.

### 2) Assignment or Transfer

**You** cannot assign, charge or transfer this **policy** in any manner whatsoever.

If the **insured vehicle** is replaced under the new for old benefit of **your** motor insurance **policy we** will

transfer the unexpired term of this **policy** to the replacement vehicle.

### 3) Reasonable precautions

**You** must take all reasonable precautions to prevent any **damage** to **your tyres**.

### 4) When your policy cover ends

This **policy** will end automatically at the earliest of the following:

- a) The date the maximum number of 5 claims has been paid; or
- b) The date on which claims to the value of the **limit of cover** are paid; or
- c) The date **you** cease to be resident within the **United Kingdom**; or
- d) The date on which **you** no longer have ownership of the **insured vehicle**; or
- e) The date **your** cover is cancelled by **you** or **us**; or

## General Conditions (continued)

- f) The date the **premium** or a **premium** instalment is not paid; or
- g) The end of the period of insurance is reached.

### 5) Cancelling your policy

**You** may cancel this **policy** within 14 days of receiving the documents. If **you** have not made a claim **we** will refund any **premium** **you** have paid. If **you** have made a claim **we** will refund any **premium** paid on a pro-rata basis to the date of the total loss.

After 14 days **you** may cancel the insurance cover at any time. **We** will not refund any **premium** or **premium** instalments **you** have paid. If **we** have paid a claim **you** will be required to pay all future **premium** instalments and any other instalments **you** may owe.

If **you** choose to cancel **your** insurance, simply return the **confirmation of cover** marked cancelled to:

BMW Protect Services  
PO Box 1852  
Croydon  
CR9 1PW

**We** may cancel this **policy** at any time by giving **you** 30 days notice in writing to the address shown on **your** **confirmation of cover**.

### 6) Paying premiums by instalments

If **you** pay **your** **premium** by direct debit or by any other instalment method: Should **you** cancel the **policy** **you** will be required to pay all future **premium** instalments. **You** will also be required to pay all other **premium** instalments **you** may owe.

**We** have the right to take any instalment **you** have not paid from any claims payment. If **you** do not pay an instalment on the date it is due, this will give **us** the right to cancel this **policy** from the date that instalment was due to be paid.

### 7) Fraud

If **you** or anyone acting on **your** behalf makes a claim which is at all false or fraudulent or supports a claim by false or fraudulent document, device or statement, this **policy** shall be void and **you** will lose all benefit and premiums **you** have paid for the **policy**. In such circumstances, **we** retain the right to keep the **premium** and to recover any sums paid by way of benefit under the **policy**. If **you** fraudulently provided **us** with false information, statements or documents **we** may record this on anti-fraud databases, **we** may also notify other organisations. The Data Protection Notice issued with **your** schedule provides additional information.

### 8) Law applying to the Contract

Unless **we** agree otherwise:

- a. the language of the **policy** and all communications relating to it will be English; and
- b. all aspects of this contract of insurance, including negotiation and performance, are subject to English law and the decisions of the English courts.

## General Conditions

### 9) Rights of Parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this

**policy**, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

## Complaints

### How To Make A Complaint

BMW Financial Services and Allianz Insurance plc aim to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly.

**We** will always confirm to **you** the receipt of **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

If **we** have not sorted out the situation within eight weeks **we** will provide **you** with information about the Financial Ombudsman Service.

Should **you** wish to make a complaint, please contact:

BMW Protect Services Manager,  
102 George Street,  
Croydon,  
CR9 1AJ

Phone: 0845 641 9735

Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

## Financial Services Compensation Scheme

If the **Insurer** is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 892 7300.

# Data Protection Act

Information about **your policy** may be shared between BMW Financial Services, Allianz Insurance plc and Mondial Assistance (UK) Limited.

**You** should understand the information **you** provide will be used by **us, our** representatives, the **insurer**, other insurers and industry governing bodies and regulators to process **your** insurance, handle

claims and prevent fraud. **Your** personal details may be transferred outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

This insurance is underwritten by Allianz Insurance plc, registered in England No. 84638. Registered Office: 57 Ladymead, Guildford, Surrey, GU11DB **United Kingdom**. Allianz Insurance plc is authorised and regulated by the Financial Services Authority (FSA) under FSA registration number 121849.

This Insurance is administered by Mondial Assistance (UK) Limited, registered in England number 1710361. Registered Office: Mondial House, 102 George Street, Croydon, CR9 1AJ. Mondial Assistance (UK) Limited is authorised and regulated by the Financial Services Authority (FSA) under FSA registration number 311909.

**Our** authorisation can be confirmed by the FSA by calling 0845 606 1234 or at [www.fsa.gov.uk](http://www.fsa.gov.uk).

**Copies of this document are available in Braille, audio cassette and large print on request.**

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