



BMW COSMETIC  
REPAIR INSURANCE.

POLICY WORDING.

**BMW Insurance Solutions.**



# CONTENTS.

About Your BMW Cosmetic Repair Insurance	3
1. About Your Certificate	4
2. Eligibility	5
3. Definitions	6
4. Cover Provided	9
5. Exclusions	10
6. General Conditions	12
7. Cancellation And Cooling Off Period	13
8. Automatic Termination	14
9. How To Make A Claim	15
10. Transferring Your Cover	17
11. What To Do If You Have A Complaint	18
12. Data Protection	20
13. Legal, Regulatory And Other	22

# ABOUT YOUR BMW COSMETIC REPAIR INSURANCE.

In return for **Your** payment of the **Premium, We** agree to insure **You** in accordance with the terms and conditions contained in the policy documentation provided to **You** in writing by **Us**.

GardX Assure Limited is authorised to sign and issue these documents on **Our** behalf.

In witness whereof this Insurance **Policy** has been signed on behalf of the **Insurer** by:



Mr. Victor Coutin

GardX Assure Limited



BMW Cosmetic Repair Insurance is 5 Star Defaqto rated and provides one of the highest quality offerings in the market.

# 1. ABOUT YOUR CERTIFICATE.

BMW Cosmetic Repair Insurance has been designed to cover the cost of **Repairs** in the event that the **Insured Vehicle** suffers **Minor Damage** within the **Period of Cover**. Please refer to Section 4. Cover Provided of this Policy Wording.

The **Schedule** is subject to the terms of this Policy Wording and it shows the **Insured Vehicle** that is covered by this Cosmetic Repair Insurance.

This Policy Wording includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your** other policy documentation such as **Your Schedule**. Words with special meanings have been listed within the **Definitions** below. These words are printed in bold whenever they appear in this Policy Wording.

Please take the time to read **Your** policy documentation. If **You** have any questions or there is anything that **You** do not understand, please contact GardX Assure on 020 3325 7264 by telephone, or at support-bmwprotect@gardx.co.uk by email.

**We** have listed the **Exclusions** that apply to **Your** Cosmetic Repair Insurance below.

Please read this Policy Wording carefully as **Your** failure to comply with any of its terms may render **Your** Cosmetic Repair Insurance invalid and could jeopardise the payment of any claim which might arise. This Policy Wording tells **You** what is covered, how claims are administered and other important information.

This insurance is administered by GardX Assure Limited, **They** will help **You** with any questions **You** may have and deal with any claims. **You** should also contact them if **You** need to make any changes to the information disclosed when **You** arranged this insurance.

GardX Assure Limited is registered in England under company Registration Number 9339557 and is authorised and regulated by the Financial Conduct Authority, Registration Number 711212. Their registered office is at Unit 7, Clovelly Business Park, Clovelly Road, Southbourne, Emsworth, United Kingdom, PO10 8PE.

This insurance is underwritten by Helvetia Swiss Insurance Company in Liechtenstein Ltd. Registered office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein. The **Insurer** is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

## 2. ELIGIBILITY.

- 2.1 **You** may only purchase this **Policy** within 60 days from the date **You** take delivery of the **Insured Vehicle**.
- 2.2 In order to be eligible for this **Policy**, the following must apply throughout the **Period of Cover**:
- 2.2.1 **You** must be a permanent resident of the United Kingdom;
- 2.2.2 **You** must be the registered keeper and/or owner of the **Insured Vehicle**;
- 2.2.3 **You** must be a private individual using the **Insured Vehicle** for social, domestic, pleasure, commuting or business purposes;
- 2.2.4 **You** must hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom, and;
- 2.2.5 **You** must have paid the **Premium**.
- 2.3 This **Policy** will not provide cover for:
- (a) Any vehicle with a specialist bodywork finish, including but not limited to; self-healing, chrome illusion, matte or textured finishes, or matte or vinyl bodywork wraps;
  - (b) Any vehicle with a gross vehicle weight of more than 3,500kg;
  - (c) Any vehicle named on a contract hire or lease agreement;
  - (d) Any vehicle insured on any type of motor trade insurance policy; any motor trader, garage or associated company that sells vehicles, the proprietor(s) of such motor trader or garage, or an employee or a direct relative of such proprietor(s);
  - (e) Any vehicle used at any time in a public service capacity, such as a Military, Police or Ambulance vehicle;
  - (f) Any vehicle used at any time for hire and reward; courier or delivery services; short-term self-drive; for the carriage of passengers, including but not limited to taxi services, private hire, or vehicles used for driving instruction purposes in connection with **Your** occupation;
  - (g) Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pace making, or reliability trials;
  - (h) Motorcycles; scooters; quad bikes; tricycles; mopeds; sidecars; trailers; boats; kit cars; invalid carriages; buses; coaches; motorhomes; stretched limousines; touring caravans, or trucks, or;
  - (i) Any vehicle that is more than 7 years old at the **Start Date**.

### 3. DEFINITIONS.

The following words will have the meanings described below wherever they appear in this Policy Wording:

**Accidental Damage** means sudden and unforeseen damage;

**Administrator/They** means GardX Assure Limited, Unit 7, Clovelly Business Park, Clovelly Road, Southbourne, Emsworth, United Kingdom, PO10 8PE. Whenever **You** contact them please quote the product number on **Your Schedule**;

**Benefit** means the amount shown in **Your Schedule** that represents the maximum amount **We** will pay for a repair or replacement in connection with any one claim;

**Bodyshop Contribution** means in the event that the **Insured Vehicle** cannot be **Repaired** using **Repair** techniques, but falls within the terms and conditions of this **Policy**, **We** will contribute up to £250 (inc. VAT) towards a bodyshop repair, where the bodyshop repair is not subject to a motor insurance claim. Please note that any contribution towards a bodyshop repair will contribute towards **Your Claims Limit**;

**Chip** means a **Chip** on the **Insured Vehicle** not more than 1.5cm in diameter and 3mm in depth;

**Claims Limit** means the maximum number of claims **You** can make during the **Period of Cover** as shown in **Your Schedule**. **You** can make up to 5 claims in any one 12-month period;

**Incident** means the cause of the **Minor Damage**;

**Light Scratch** means a scratch on the **Insured Vehicle** not more than 30cm in length and 3mm in depth;

**Malicious Damage** means deliberate and intentional damage caused by a third party;

**Minor Damage** means **Accidental Damage** or **Malicious Damage** to the bodywork of the **Insured Vehicle**, such as **Chip**, **Minor Dent**, **Light Scratch** and/or **Scuffed Bumper/Scuffed Wing Mirror Housing**. In the case of multiple **Chips**, **Minor Dents**, **Light Scratches** or **Scuffed Bumper/Scuffed Wing Mirror Housing** caused by the same **Incident**, the total diameter of the combined area must be no more than 30cm, however individual limits still apply;

**Minor Dent** means a dent on the **Insured Vehicle**, not more than 30cm in diameter and 3mm in depth. Dents on flat or horizontal surfaces are not covered by this **Policy**;

## DEFINITIONS (CONT).

**Period of Cover** means the period as noted on **Your Schedule** for which **We** have agreed to provide Cosmetic Repair Insurance in accordance with this Policy Wording;

**Policy** means this document together with **Your Schedule**;

**Premium** means the amount that **You** have agreed to pay **Us** (including any taxes, commissions or charges) in respect of **Your** insurance cover in accordance with the terms of this **Policy**;

**Repair(s)/Repaired** means the restoration technique used by the **Repairer** to **Repair Minor Damage** to the **Insured Vehicle**. Please note that while the **Repair** will match the original factory finish as closely as possible, it may not always be possible to match this exactly. Each individual **Repair** will contribute towards **Your Claims Limit** as shown in **Your Schedule**;

**Repairer** means a company authorised by **Us** to carry out a repair to the **Insured Vehicle**;

**Schedule** means a document **We** will issue to **You** containing important information about **You**, the **Insured Vehicle**, the **Start Date** and the **Premium**;

**Scuffed Bumper** means a scuffed or dented area on the bumper of the **Insured Vehicle** not more than 30cm in diameter, 3mm in depth and where the bumper is not distorted, perforated or cracked, and/or a chipped area on the bumper not more than 1.5cm in diameter and 3mm in depth;

**Scuffed Wing Mirror Housing** means a scuffed or dented area on the wing mirror housing of the **Insured Vehicle** not more than 30cm in diameter and 3mm in depth, and/or a chipped area on the wing mirror housing not more than 1.5cm in diameter and 3mm in depth;

**Start Date** means the date on which **Your** Cosmetic Repair Insurance starts as noted on **Your Schedule**;

**Supplying Retailer** means the authorised motor dealer that supplied the **Insured Vehicle** and sold **You** this **Policy**;

**Territorial Limits** means the United Kingdom. The **Insured Vehicle** is also covered in the European Economic Area (EEA), Isle of Man, Channel Islands and Switzerland for no more than 60 days per annum;

## DEFINITIONS (CONT).

**Touch-in Repair** means a repair to a **Chip** or **Light Scratch** to a horizontal surface such as a bonnet, roof or boot top. A **Touch-in Repair** involves the **Minor Damage** to be colour matched and painted as close as possible to the original finish. A **Touch-in Repair** will be waterproof, but may remain visible. Damage to horizontal surfaces can only be disguised and is not repairable so as to be invisible to the naked eye. If the **Insured Vehicle** is to be returned to the manufacturer/finance company and is subject to a fair wear and tear policy, it is possible that horizontal surfaces that have been disguised will be identified upon inspection and be subject to charges.

**Insured Vehicle** means the passenger vehicle described in **Your Schedule**;

**We/Us/Our/Insurer** means Helvetia Swiss Insurance Company in Liechtenstein Ltd., registered office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein;

**You/Your/Yourself** means the person named in **Your Schedule**.



## 4. COVER PROVIDED.

In return for the payment of the appropriate **Premium**, **We** will provide Cosmetic Repair Insurance subject to the terms of this Policy Wording up to the **Claims Limit** during the **Period of Cover**.

Cosmetic Repair Insurance will cover the cost of performing a **Repair** to the bodywork of the **Insured Vehicle**. If **We** are unable to complete a **Repair** to the bodywork of the **Insured Vehicle** due to the location of the **Minor Damage**, **We** may be able to offer a **Touch-in Repair**.

In the event that the standard repair techniques cannot be used to repair **Minor Damage** on the **Insured Vehicle** under this **Policy**, the **Policy** will contribute up to a maximum of E250 (inc. VAT) towards the cost of having a conventional bodyshop repair carried out whereby the **Minor Damage** has been repaired as a result. This is subject to being provided with an invoice from a VAT registered repairer for the work carried out.

Where a single **Incident** causes multiple **Chips, Scratches, Dents** or **Scuffs** to the bodywork of the **Insured Vehicle** but the total diameter of the combined damaged area is no more than 30cm this will be treated as a single claim. The individual limits specified under the definition of **Minor Damage** will also still apply.

The maximum number of **Repairs** that this **Policy** will provide cover for is specified on **Your Schedule**.

**Repairs** and **Touch-in Repairs** can only be carried out in the United Kingdom.

In the event of multiple cases of damage being caused by the same **Incident**, each **Repair** or replacement will constitute a separate claim towards the **Claims Limit**.

If the risk covered by this **Policy** is also covered by any other insurance, **We** shall only be responsible for paying a fair proportion of any settlement which **We** would otherwise be due to pay.

**You** may make up to 5 claims in any one 12 month period.

## 5. EXCLUSIONS.

- 5.1 **You** will not be compensated for the following:
  - 5.1.1 Anything that cannot be defined as **Minor Damage** or **Minor Damage** that extends across more than 2 body panels. In the event that it does extend across more than 2 body panels, the entire claim will be excluded;
  - 5.1.2 **Dents** to any flat/horizontal surfaces of the **Insured Vehicle**;
  - 5.1.3 **Scuffs** where the front or rear bumper has been cracked, ripped, torn or perforated;
  - 5.1.4 Damage to the structure/alignment of a panel; the replacement of any body part, part of a panel or bumper;
  - 5.1.5 **Minor Damage** to stickers or decals; badges; wing mirrors (mirror housings will be covered); steel or alloy wheels (including wheel trims/hub caps; handles or locks; roof pillars; sunroof; roof rack; accessories; lights; glass; beading, or moulding (including protective plastic) unless part of a panel claim and the **Repair** can be completed without the removal of the beading or moulding;
  - 5.1.6 VAT if **You** are VAT registered;
  - 5.1.7 Any costs for **Repair** that **We** do not authorise in advance;
  - 5.1.8 Where the **Insured Vehicle** has two or more different colour paints, any **Repair** where **Minor Damage** transitions from one colour to another. In this instance, the entire claim will be excluded;
  - 5.1.9 Damage caused by faulty manufacture or design;
  - 5.1.10 **Minor Damage** caused by the weather such as hail or any gradual process, for example repeated key scratching around locks; fading; rust; unremoved bird droppings or tree sap;
  - 5.1.11 Damage that in the expert opinion of the **Repairer** cannot be **Repaired** (**You** may be eligible for a **Bodyshop Contribution** of up to £250 inc. VAT);
  - 5.1.12 Damage that occurs to horizontal, flat surfaces such as roofs, bonnets and boot tops where the **Repairer** deems it not possible to achieve a satisfactory finish using **Repair** or **Touch-in Repair** techniques (in which case the repair would be exempt from Bodyshop Contributions);
  - 5.1.13 **Minor Damage** where the paint is cracked or flaked; paintwork discoloration; damage to, or re-application of any form of paint protection film, liquid, wax, or sealant; or any variation in paint colour or finish due to the age of the **Insured Vehicle**;

## EXCLUSIONS (CONT).

- 5.1.14 Any liability to a third party;
- 5.1.15 Loss of use of the **Insured Vehicle** or any other losses that are caused by the event which led to **Your** claim that falls outside the scope of cover of this **Policy**. This includes but is not limited to travel expenses or loss of earnings;
- 5.1.16 Any claim arising as a result of pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed;
- 5.1.17 Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the United Kingdom Government considers to be an act of terrorism;
- 5.1.18 Any claim that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts;
- 5.1.19 Any claim that occurs and is notified before the **Start Date**, outside the **Period of Cover**, or outside the **Territorial Limits**.

## 6. GENERAL CONDITIONS.

- 6.1 **You** must fulfil certain obligations in order to ensure that **Your** Cosmetic Repair Insurance remains valid:
- 6.1.1 **You** must report **Your** claim within 30 days of the **Incident**;
- 6.1.2 **You** must use all reasonable care to maintain the **Insured Vehicle** and take precautions to prevent or minimise loss or damage;
- 6.1.3 **You** must give **Us** true and complete information;
- 6.1.4 **You** must comply with **Our** reasonable requests; for example, **You** must make the **Insured Vehicle** accessible to **Our Repairers**, which may require **You** to move the **Insured Vehicle**;
- 6.1.5 **You** must follow the prescribed claims procedure as explained in this Policy Wording or by the **Administrator**;
- 6.1.6 **You** must inform **Us**, via the **Administrator**, if any of the details in **Your Schedule** are incorrect or need updating, as well as the following:
- (a) **You** change or transfer ownership of the **Insured Vehicle**;
- (b) **You** change what **You** use the **Insured Vehicle** for (for example, if **You** start using it for commercial purposes);
- (c) **You** customise or make alterations to the **Insured Vehicle**;
- If **You** advise **Us** of a change in **Your** circumstance which results in **You** or the **Insured Vehicle** becoming ineligible for cover, **We** will cancel **Your Policy**. Please refer to Section 7. Cancellation and Cooling off Period of this Policy Wording. Failure to advise **Us** of a change in **Your** circumstances may result in **You** or the **Insured Vehicle** becoming ineligible for cover and **Your** claim not being paid.
- 6.2 If **You** do not adhere to the terms and conditions of this **Policy**, it may delay settlement of **Your** claim.
- 6.3 **Our Repairer** provides a lifetime ownership guarantee on the **Repairs** they carry out, but **Our** liability is limited to the cost of rectifying any defective **Repairs**. Please note this guarantee will only apply if **You** have chosen to use **Our Repairer**.
- 6.4 This **Policy** is not renewable.
- 6.5 This **Policy** is in addition to **Your** legal rights.

## 7. CANCELLATION AND COOLING OFF PERIOD.

- 7.1 **We** trust that **You** will be happy with this Cosmetic Repair Insurance. However, **You** have the right to cancel it within 30 days of receiving **Your Policy** by contacting **Your Supplying Retailer** who will arrange a refund.
- 7.2 If **You** cancel after the first 30 days and have not made any claims, **You** will be entitled to a pro rata refund for the number of complete unexpired days remaining of **Your Policy**, subject to a cancellation fee of £15. If **You** wish to cancel **Your Policy** please contact the **Administrator** on 020 3325 7264.
- 7.3 **We** reserve the right to cancel **Your** Cosmetic Repair Insurance by giving **You** 30 days' notice at any stage during the **Period of Cover**. In this event **We** will refund **You** for the unexpired portion of **Your Premium**.
- 7.4 **We** may cancel **Your Policy** due to the non-payment of **Premium**, if **You** use threatening or abusive behaviour or language or **We** have reasonable suspicion of fraud. This is not an exhaustive list.
- 7.5 If **You** are paying for **Your Policy** via a monthly funding option, and **You** wish to cancel **Your Policy**, **You** may be entitled to a pro rata refund. **We** will pay the refund to the finance provider, who will refund **You** once any funding costs have been deducted. If **You** owe more than the pro rata refund amount, **You** will be liable for any outstanding costs.
- 7.6 If **You** are paying for **Your Policy** via a monthly funding option, and **You** default on **Your** payments, **Your Policy** will be cancelled. **You** may be entitled to a pro rata refund. **We** will pay the refund to the finance provider, who will refund **You** once any funding costs have been deducted. If **You** owe more than the pro rata refund amount, **You** will be liable for any outstanding costs.
- 7.7 **We** will not refund any **Premium** paid if a claim has been paid or if an **Incident** that may give rise to a claim has occurred.

## 8. AUTOMATIC TERMINATION.

- 8.1 **You** Cosmetic Repair Insurance will automatically terminate on the earliest date one of the following events happen:
  - 8.1.1 **You** dispose of, or transfer ownership of the **Insured Vehicle** to another party, and **You** do not inform **Us**;
  - 8.1.2 **You** dispose of, or transfer ownership of the **Insured Vehicle** to a garage, motor trader, auctioneers or similar company;
  - 8.1.3 **Your Policy** expires as per **Your Schedule**;
  - 8.1.4 **You** cease to be resident in the United Kingdom.

## 9. HOW TO MAKE A CLAIM.

- 9.1 When **You** become aware of any damage that could lead to a claim **You** must notify the **Administrator** by either:
- Downloading our GardX Assure Claims App via **Your** app store and registering **Your** claim
  - Telephone on **020 3325 7264**
  - Email to **support-bmwprotect@gardx.co.uk**
- within 30 days of the **Incident**. **You** must comply with the claims procedure as explained in this Policy Wording and by the **Administrator**.
- 9.2 In order to authorise a claim, the **Administrator** will require:
- 9.2.1 **Your** personal and the **Insured Vehicle** details;
- 9.2.2 Full details of the damage.
- 9.3 **You** may be requested to provide the **Administrator** with a digital photo of the damage and documentation to support **Your** claim. **Your** photos can be emailed to: **support-bmwprotect@gardx.co.uk**
- 9.4 If **Minor Damage** occurs as a result of **Malicious Damage**, **You** must first report the incident to the Police and **You** must obtain a crime reference number.
- 9.5 Upon receipt of the information requested in 9.2 and 9.3, and 9.4 where applicable, the **Administrator** will review **Your** claim. If **Your** claim is covered by this **Policy**, the **Administrator** will authorise **Your** claim and instruct the **Repairer** to contact **You** to arrange for the **Minor Damage** to be **Repaired** or for a **Touch-in Repair** to be offered. Only **We** or the **Administrator** are mandated to authorise or reject claims.
- 9.6 **You** must allow the **Administrator** or **Us** or **Our** authorised **Repairer** access to inspect the **Insured Vehicle** if it is the subject of a claim.
- 9.7 **You** may, should **You** prefer, take the **Insured Vehicle** to a VAT approved BMW repair centre of **Your** choosing for a **Repair** to be completed. If **You** choose to do so an authorisation to do so must be obtained from **Us** prior to **Repairs** being undertaken. The repair centre may not be able to invoice **Us** directly, so in order to be reimbursed **You** will be required to pay the **Repair** cost in full and forward the invoice to the **Administrator**. The **Administrator** will require a copy of a valid receipt showing payment has been made following the repair of the **Minor Damage**. Upon receipt, the **Administrator** will review **Your** claim. If **Your** claim is covered by the **Policy**, the **Administrator** will arrange payment to **You**.

## HOW TO MAKE A CLAIM (CONT).

- 9.8 A signature will be required before and after a **Repair** to confirm **Your** acceptance. If the work has not been completed to a satisfactory level, **You** should not sign the release form. In such cases **You** should contact the **Administrator** immediately.
- 9.9 In order to make a claim for a **Bodyshop Contribution** towards the cost of a conventional bodyshop repair, where the **Minor Damage** cannot be repaired using a **Repair** technique, the **Administrator** will require a copy of a valid receipt showing payment has been made following the repair of the **Minor Damage**. Upon receipt, the **Administrator** will review **Your** claim. If **Your** claim is covered by the **Policy**, the **Administrator** will arrange payment to **You** up to a maximum of £250 (inc. VAT).
- 9.10 **We** reserve the right to settle **Your** claim in cash up to the **Benefit** amount shown in **Your Schedule** in lieu of arranging a repair of the **Insured Vehicle**.
- 9.11 Any additional costs not covered by, or in excess of the limits of this **Policy** must be settled directly by **You** with the **Repairer**.



## 10. TRANSFERRING YOUR COVER.

- 10.1 **You** may transfer the benefits of this **Policy** to a new private owner during the **Period of Cover**, provided that:
  - 10.1.1 The **Insured Vehicle** is sold or gifted privately and not through a garage, motor trader, auction or similar;
  - 10.1.2 The Eligibility criteria for this **Policy** continues to be met;
  - 10.1.3 There are no repairs outstanding or claims pending, and;
  - 10.1.4 If **You** have chosen to pay for this **Policy** in instalments via an instalment agreement, the **Premium** must be paid in full.
- 10.2 **You** should notify the **Administrator** by telephone on 020 3325 7264, or by email at support-bmwprotect@gardx.co.uk. The **Start Date**, the **Period of Cover** and the **Claims Limit** that this **Policy** will provide cover for will remain the same.
- 10.3 Please note that the transfer will be subject to **Our** approval.

## 11. WHAT TO DO IF YOU HAVE A COMPLAINT.

**We** always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance contact the **Administrator**, quoting **Your** product number.

Their contact details are:

Quality and Compliance Manager  
GardX Assure Limited  
Unit 7, Clovelly Business Park  
Clovelly Road  
Southbourne, Emsworth  
PO10 8PE

Telephone: 020 3325 7264

Email: [feedback-bmwprotect@gardx.co.uk](mailto:feedback-bmwprotect@gardx.co.uk)

**We**, the **Supplying Retailer**, and the **Administrator** aim to provide **You** with a prompt and efficient service at all times but on occasions this may not be possible and **We/They** may fall short of **Your** expectations. If **We** or **They** have not provided **You** with a prompt and efficient service and **You** wish to complain, please contact the **Administrator**.

If **Your** complaint is in relation to the way in which **Your** insurance was sold, the **Supplying Retailer** and the **Administrator** will deal with **Your** complaint. The **Administrator** will confirm receipt of **Your** complaint promptly and aim to resolve the problem within 8 weeks.

If, after making a complaint, **You** are unhappy with the final response and **You** are an eligible complainant **You** may wish to contact the Financial Services Ombudsman. **You** have six months from the date of the final response letter to contact them.

Their contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Lo Call: 0300 123 9123

Telephone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Services Ombudsman decision is binding on **Us** but not **You**. The complaints procedure set out above does not affect **Your** right to take legal action against **Us**, or the **Administrator**.

## WHAT TO DO IF YOU HAVE A COMPLAINT (CONT).

If **Your** complaint is about Helvetia Swiss Insurance Company in Liechtenstein Ltd. or the policy terms and conditions the **Administrator** may refer **Your** complaint to **Us**.

**We** or the **Administrator** will investigate **Your** complaint and issue a final response letter. **We** can be contacted by email at: [partnerbusiness-nl@helvetia.ch](mailto:partnerbusiness-nl@helvetia.ch).

## 12. DATA PROTECTION.

**We** and BMW Financial Services (GB) Limited need to obtain personal information from **You** to provide **You** with this **Policy** and in connection with the provision of this **Policy**.

**We** are the Data Controller for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products. **You** are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

**We** and other organisations may use these records to:

- (a) Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household;
- (b) Trace debtors, recover debt, prevent fraud, and manage **Your Policy**;
- (c) Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

**We** process all data in the European Economic Area (EEA) but where **We** need to disclose data to parties outside the European Economic Area (EEA), **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under EU GDPR and the UK GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter.

## DATA PROTECTION (CONT).

If **You** require more information or have any questions concerning the **Administrator's** use of **Your** personal data, please contact The Data Protection Officer, Unit 7, Clovelly Business Park, Clovelly Road Southbourne, Hampshire, PO10 8PE or via email at [dataprotectionofficer@gardx.co.uk](mailto:dataprotectionofficer@gardx.co.uk).

To view a copy of the Helvetia Swiss Insurance Company in Liechtenstein Ltd. privacy policy, it can be found at <https://www.helvetia.com/privacy>.

If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

## 13. LEGAL, REGULATORY AND OTHER.

### 13.1 Language Applicable to Contract

This contract, all accompanying documents and all communication about it will be in English.

### 13.2 Governing Law

Unless **You** and **We** both agree otherwise, the law which applies to this insurance is the law applicable to the part of the United Kingdom in which **You** live.

Any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of the part of the United Kingdom in which **You** live.

### 13.3 The **Insurer's** Liability

Helvetia Swiss Insurance Company in Liechtenstein Ltd., whose registered office is at Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein, is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

### 13.4 Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **We** can enforce the terms of this contract.

### 13.5 Sanctions

**We** will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 13.6 Fraudulent Claims or Misleading Information

**We** take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

## LEGAL, REGULATORY AND OTHER (CONT).

### 13.7 Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme.

Further information is available from their website:

[www.fscs.org.uk](http://www.fscs.org.uk)

### 13.8 Equality Act 2010

In line with the Equality Act 2010, this wording is available in large print upon request.