BMW Roadside Assistance Essential is underwritten by AWP P&C SA and is administered in the UK by AWP Assistance UK Ltd (trading as BMW Roadside Assistance Services). Registered in England number 1710361. Registered Office: PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS.

AWP Assistance UK Ltd are authorised and regulated by the Financial Conduct Authority (FCA).

AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority.

AWP Assistance UK Ltd acts as an agent for AWP P&C SA with respect to the receipt of customer money, for the purpose of settling claims and handling premium refunds.

This policy is available in large print, audio and Braille. Please phone 0345 641 9790 and we will be pleased to organise an alternative for you.



This handbook contains three separate documents for roadside assistance.

The 'Demands and needs statement' and the 'About us and our insurance services' documents both explain how your BMW Roadside Assistance Essential policy has been sold to you.

The policy wording provides the full terms, conditions and exclusions of the insurance policy for BMW Roadside Assistance Essential.

## CONTENTS.

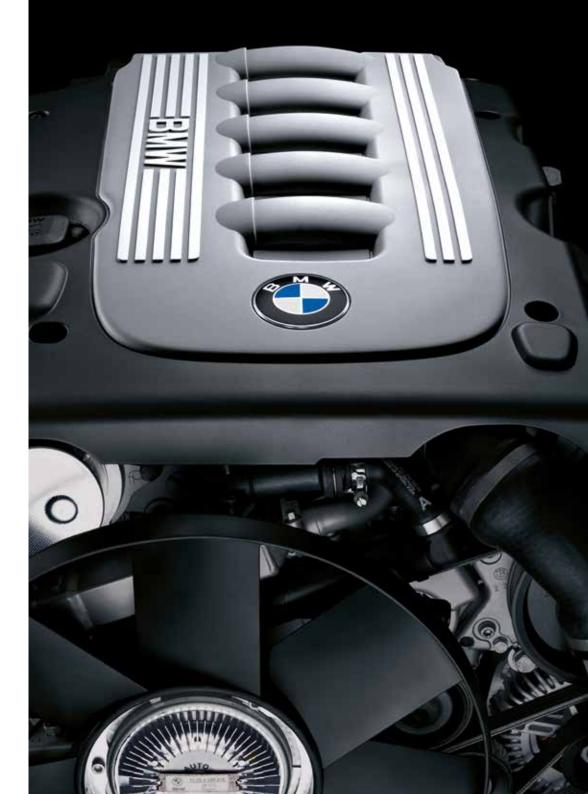
	Page
Demands and needs statement	4
About us and our insurance services	6
Policy wording	
Welcome and important contact details	8
Summary of cover	9
Important information	10
Definition of words	13
What to do when you need assistance	14
Benefits	14
Terms and conditions	16
Exclusions	17
Renewal of your policy	17
Making a complaint	18
Transfer of ownership form	19
Change of address form	21

## **DEMANDS AND NEEDS STATEMENT.**

BMW Roadside Assistance Essential meets the demands and needs of customers who wish to insure themselves with respect to roadside assistance for their vehicles.

You may already possess alternative insurance(s) for some or all of the features and benefits this type of policy provides. It is your responsibility to investigate this.

AWP Assistance UK Ltd trading as BMW Roadside Assistance Services has only provided you with information and has not provided you with any recommendation or advice about whether this product fulfils your specific insurance demands and needs.



## ABOUT US AND OUR INSURANCE SERVICES.

BMW Roadside Assistance Services 102 George Street Croydon CR9 6HD

#### 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

#### 2. Whose products do we offer?

We are an insurance intermediary that offers products from a single insurance company, AWP P&C SA which is a French company duly authorised in France. We act on their behalf.

#### 3. Which service will we provide you with?

You will not receive any personal advice or recommendation from us for roadside assistance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

#### 4. What will you have to pay us for this service?

You will only pay us the premium for your policy, and you will not pay us a fee for arranging this on your behalf. We are paid for our services to you by the insurance company, AWP P&C SA. The nature of such payment is a mixture of commission and other fees based on our costs for administering your policy.

#### 5. Who regulates us?

BMW Roadside Assistance Services which is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon, CR9 6HD is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 311909.

Our permitted business includes arranging motor roadside assistance insurance.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

#### 6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

in writing Customer Service, BMW Roadside Assistance Services, 102 George Street,

Croydon, CR9 6HD.

by email customersupport@allianz-assistance.co.uk

by phone 020 8603 9853

If you cannot settle your complaint with us you can contact the Financial Ombudsman Service: Visit www.financial-ombudsman.org.uk, write to Financial Ombudsman Service, Exchange Tower, London E14 9SR, call 0800 023 4567 or 0300 123 9 123 or email complaint.info@financial-ombudsman.org.uk

#### 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if the insurer cannot meet its obligations.

Insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100, or by visiting their website at www.fscs.org.uk

# WELCOME AND IMPORTANT CONTACT DETAILS.

Congratulations on the purchase of **your** BMW Roadside Assistance Essential policy.

This has been designed to provide assistance for motoring emergencies and includes vehicle recovery and home assistance.

BMW drivers have access to an extensive network of Roadside Assistance Centres manned 24 hours a day, every day of the year, by experienced multilingual staff. **BMW Roadside Assistance Services** will offer all possible assistance under the terms of agreement set out in this handbook. Please remember that if **your vehicle** requires repair **we** will take **your vehicle** to the nearest authorised BMW Retailer, BMW Service Workshop or approved BMW Bodyshop. By doing so **you** can be assured that only genuine BMW parts and materials will be used and fitted by fully trained BMW technicians.

Thank **you** for choosing BMW Roadside Assistance Essential.

**Your confirmation of cover** shows the vehicle covered and any special terms and conditions that apply.

It is very important that **you** read the whole of this policy and ensure that **you** understand exactly what is and what is not covered and what to do if **you** require assistance.

#### How to contact BMW Roadside Assistance Services

If calling from a landline within the **UK** freephone: **0800 777 111** 

If calling from a mobile within the **UK** phone: **020 8603 9411** 

If you are in Continental Europe or the Republic of Ireland phone: 00 44 20 8686 2444

Assistance admin number: **0345 641 9790** (if required for refund or amendment)

## SUMMARY OF COVER.

The following is only a summary of the main cover limits. **You** should read the rest of this policy for the full terms and conditions.

Cover	Excess	Maximum vehicle age at date of policy purchase	Maximum vehicle mileage at date of policy purchase
BMW Roadside Assistance Essential	None	10 years	100,000 miles

## IMPORTANT INFORMATION.

#### Insurer

**Your** BMW Roadside Assistance Essential insurance is underwritten by AWP P&C SA and is administered in the **UK** by AWP Assistance UK Ltd (trading as **BMW Roadside Assistance Services**).

#### How your policy works

Your policy and confirmation of cover is a contract between you and us. We will pay for any claim you make which is covered by the policy that occurs during the period of insurance.

Unless specifically mentioned, the benefits and exclusions within each section apply to the **insured vehicle. Your** policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition Of Words'. These words have been highlighted by the use of bold print throughout the policy document.

#### Information you need to tell us

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**. **You** must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy **your** BMW Roadside Assistance Essential policy. If **you** do not answer the questions truthfully it could result in **your** policy being invalid and could mean that all or part of a claim may not be paid.

If you think you may have given us any incorrect answers, or if you want any help, please call 0345 641 9790 as soon as possible and we will be able to tell you if we can still offer you cover.

#### Your cancellation rights

If this cover does not meet **your** requirements or should **you** decide to cancel this insurance policy for any reason within 14 days of receipt of the original documentation, **you** can obtain a full refund of the premium paid without charge. After this 14 day period **you** will be entitled to a prorata refund subject to no claims being paid under the policy, less an administration fee of £25. In either case, if **you** have asked **us** to perform or provide any of the services given under this policy **we** are entitled to recover all costs that **you** have used for the service provided.

To obtain a refund please write to BMW Roadside Assistance Services, PO Box 1852, Croydon, CR9 1PW or call **0345 641 9790**.

#### Our cancellation rights

**We** reserve the right to cancel **your** cover at any time by providing **you** 30 days notice in writing to the last address **you** provided **us** with.

#### Data protection notice

We care about your personal data.

This summary and **our** full privacy notice explain how **BMW Roadside Assistance Services** protects **your** privacy and uses **your** personal data.

**Our** full privacy notice is available at: www.bmw-warranty.co.uk/privacypolicy

If a printed version is required, please write to **us** at:

Legal and Compliance Department, BMW Roadside Assistance Services, 102 George Street, Croydon, CR9 6HD  How will we obtain and use your personal data?

**We** will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about you from certain third parties such as the manufacturer of your vehicle and their franchised retailers and authorised repairers.

**We** will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.
- Who will have access to your personal data?
   We may share your personal data:
- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who we deal with which provide part of the service to you such as motor dealerships and recovery operators;
- To meet our legal obligations including providing information to the relevant ombudsman if you make a complaint about the product or service that we have provided to you.

**We** will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.

- How long do we keep your personal data?
   We will retain your personal data for a maximum of seven years from the date the insurance relationship between us ends. If we are able to do so we will delete or anonymise certain areas of your personal data as soon as that information is no longer required for the purposes for which it was obtained.
- Where will your personal data be processed?
   Your personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

 What are your rights in respect of your personal data?

**You** have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that we update it or delete it from our records;
- Request that **we** provide it to **you** or a new insurer; and
- To file a complaint.

10 Policy wording Policy wording 11

#### Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

• How can **you** contact **us**?

If **you** would like a copy of the information that we hold about you or if you have any queries about how we use vour personal data, you can contact us as follows:

By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon, CR9 6HD

By telephone: 0208 603 9853

By email: AzPUKDP@allianz.com

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

The parties do not intend any term of the agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999.

#### Governing law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

#### **Financial Services Compensation** Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100 or by visiting their website at www.fscs.ora.uk

### **DEFINITION OF WORDS.**

When the following words and phrases appear in the policy document or policy schedule, they have the meanings given below. These words are highlighted by the use of bold print.

#### Confirmation of cover

The document sent confirming your policy number, insured vehicle details, level of cover chosen by vou and commencement date of the policy.

#### Area of cover

You will not be covered if you travel outside the areas shown below.

#### UK and Republic of Ireland

UK is defined as England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of

#### Immobilisation

Is electrical or mechanical breakdown, road accident, loss of keys, loss, damage or destruction by fire, theft or vandalism.

#### Insurer

AWP P&C SA.

#### **Passengers**

Those persons travelling with **your vehicle** at the moment BMW Roadside Assistance Services are required.

#### Period of insurance

Your BMW Roadside Assistance Service Essential policy lasts for 12 months.

#### We, our, us, BMW Roadside Assistance Services

AWP Assistance UK Ltd which administers the insurance on behalf of the insurer.

#### Insured vehicle/your vehicle

The vehicle shown on the policy **confirmation** of cover for which the appropriate insurance premium has been paid.

#### You, your

The owner or user of your vehicle as specified on the confirmation of cover.

12 13 Policy wording

# WHAT TO DO WHEN YOU NEED ASSISTANCE.

If you are in any doubt as to whether you require assistance, please telephone BMW Roadside Assistance Services first. Do not make your own arrangements without first contacting us. Should you require assistance following an accident, vehicle breakdown, fire or theft, contact us with the following details.

- Your name and exact location
- A contact telephone number
- Policy number or registration number and colour of **your vehicle**
- Details of what has happened.

If calling from a landline within the **UK** freephone: **0800 777 111** 

If calling from a mobile within the **UK** call: **020 8603 9411** 

All calls are recorded and may be used for training purposes.

The following pages detail the extensive range of benefits provided by BMW Roadside Assistance Essential. Please read these carefully.

## BENEFITS.

#### Home and roadside assistance

In the event of the **immobilisation** of **your vehicle**, whether at home or elsewhere in the **UK** or **Republic of Ireland**, **BMW Roadside Assistance Services** will arrange assistance for **you**. Whenever practical, **we** will endeavour to arrange assistance by a BMW Customer Service vehicle, but if the problem cannot be resolved at the roadside, **we** will pay the costs of taking **your vehicle** to the nearest authorised BMW Retailer or BMW Service Workshop.

#### Storage

If **your vehicle** has to be stored following recovery by **BMW Roadside Assistance Services**, **we** will pay for the cost of storage up to a maximum of £50.



## TERMS AND CONDITIONS.

All costs quoted within this document are inclusive of VAT.

#### Release fees

Should **your vehicle** be stolen and subsequently recovered by the police, **you** may be asked to pay a release fee before **we** can remove **your vehicle** to an authorised BMW Retailer or BMW Service Workshop or to **your** home address.

Although **we** can arrange to guarantee these costs on **your** behalf, the payment of such fees is **your** responsibility.

#### Specialist charges

In the event that the use of specialist equipment is required to provide assistance when **your vehicle** has, for example, left the highway, is in a ditch, is standing on soft ground, sand, shingle, stuck in water or snow or has been immobilised by the removal of its wheels, **we** will arrange recovery but **you** will be responsible for the costs. The costs may be refundable under the terms of **your** motor insurance policy.

#### Adverse weather conditions

On those occasions when **we** experience adverse weather conditions, such as high winds, snow, floods, etc., external resources may be stretched and some operations become physically impossible until the weather improves. At such times, **our** priority is to ensure that **you** and **your passengers** are taken to a place of safety and so the recovery of **your vehicle** may not be possible until weather conditions permit.

#### Punctures - Mobility System

Should **you** experience a puncture and **your vehicle** is equipped with a Mobility System, details regarding its operation can be found in **your** owner's handbook or on the device itself. Alternatively, **we** will be happy to explain how the system works to help **you** carry out a temporary repair and resume **your** journey.

#### Lock out/lost keys

Whilst **we** will always endeavour to provide assistance by the most practical method, should **you** be unable to gain entry to **your vehicle**, modern security systems make it extremely difficult for this to be achieved should spare keys not be available. If a forced entry is required, **you** will be asked to sign a declaration stating that **you** have given permission for this to take place and that any costs for resultant damage will be **your** sole responsibility.

#### **Incorrect Fuel**

If **your vehicle** is immobilised as a result of refuelling with incorrect fuel, **we** will pay for the cost of recovering **your vehicle** to the nearest authorised BMW Retailer or BMW Service Workshop. The additional benefits detailed in this document will not be provided in the event of refuelling with incorrect fuel.

## **EXCLUSIONS.**

We will not pay for the following.

- Any expenses incurred without our prior authorisation.
- Expenses which would normally have been payable by you, such as fuel and toll charges.
- The cost of replacement parts.
- Any costs resulting from participation in motor racing, rallies, speed, track days or duration tests.
- Any costs resulting from your vehicle being kept in an unroadworthy condition or not being serviced in accordance with the manufacturer's recommendations. If we believe that a recurring fault is due to poor maintenance of your vehicle, we reserve the right to request proof of servicing and to specify immediate recovery to an authorised BMW Retailer or BMW Service Workshop.

- Any costs as a result of your participation in a criminal act or offences.
- Any costs as a result of your being under the influence of intoxicating liquor, or solvent abuse or drugs.
- Any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.
- Any assistance where the insured vehicle was more than 10 years old or had an odometer reading of more than 100,000 miles at the time of the policy being purchased.

## RENEWAL OF YOUR POLICY.

We will send you a renewal notice prior to the expiry of the period of insurance as shown on your confirmation of cover.

**We** may vary the terms of **your** cover and the premium rates at the renewal date.

Policy wording Policy wording

## MAKING A COMPLAINT.

**We** aim to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly.

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

Customer Service BMW Roadside Assistance Services PO Box 1852 Croydon CR9 1PW

Phone: 020 8603 9853

Lines are open Monday to Friday between 9am and 5pm.

Email: customersupport@allianz-assistance.co. uk

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 resolved the situation within eight weeks **you** can contact the Financial Ombudsman Service:

Visit: www.financial-ombudsman.org.uk
Write to: Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Call: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.
org.uk

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

## TRANSFER OF OWNERSHIP FORM.

If **your car** is sold, the remaining cover may be transferred to the new owner. Fill in the new owner's details below. Please note that the form below must be signed by **you** and the new owner.

Policy Number					
Vehicle VIN/chassis number					
Vehicle registration number					
Title	Initials				
Surname					
Address					
	Postcode				
Telephone number					
E-mail address					
Mileage at transfer					
I (compa)					
I (name)hereby give notice that I wish to transfer the balance of m BMW Roadside Assistance Essential policy to the new owner detailed above.					
Signature of previous owner	Date				
Signature of new owner	Date				
Diagon and to					

Please send to: BMW Roadside Assistance Services PO Box 1852 Croydon CR9 1PW

18 Policy wording 19

## **CHANGE OF ADDRESS FORM.**

Please enter new addr	ess and details below:		
Policy Number			
Vehicle VIN/chassis nu	mber		
Vehicle registration nur	mber		
Title	Initials		
Surname			
New Address			
	Postcode		
Telephone number			
E-mail address			
I confirm that the detail	ls provided are correct.		
Your signature		Date	

Please send to: BMW Roadside Assistance Services, PO Box 1852 Croydon CR9 1PW

20 21

## NOTES.