

BMW Financial Services



BMW Motorrad



# ***BMW MOTORRAD TYRE INSURANCE.***

**TERMS & CONDITIONS.**

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## ***HOW TO CONTACT US.***

**We recommend that You save the below telephone numbers to Your mobile phone.**

### **To Make A Claim**

By telephone: 0330 400 1516

In writing: 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

### **Customer Services**

By e-mail: [enquiries@mapfre.co.uk](mailto:enquiries@mapfre.co.uk)

By telephone: 0330 400 1516

Telephone lines are open Monday – Friday between the hours of 9.00am – 5.30pm.

If **You** have any difficulties reading this document, please contact the Customer Services Team.

## ***INTRODUCTION.***

Motorrad Tyre Damage Insurance has been designed to contribute towards the cost of repairing or replacing the **Tyre(s)** fitted to the **Insured Motorcycle** in the event that they are **Damaged** within the **Period of Cover**. Please refer to What Is Covered Under This Insurance on page 10 of this policy.

### **IMPORTANT:**

- **You** may only purchase this policy within 60 days from the date **You** take delivery of the **Insured Motorcycle**
- If **You** purchase this policy after the delivery of the **Insured Motorcycle**, there is an initial wait period of 14 days after the **Start Date** in which **You** are not able to make a claim

## ***ELIGIBILITY.***

### **In order to be eligible for this policy, the following must apply throughout the Period of Cover:**

- **You** must be a permanent resident of the United Kingdom
- **You** must be the registered keeper and/or owner of the **Insured Motorcycle**
- You must be a private individual using the **Insured Motorcycle** for social, domestic, pleasure, commuting or business purposes
- You or any person permitted to ride the **Insured Motorcycle** 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 entitles **You** to legally ride the **Insured Motorcycle**, and;
- You must have paid the **Premium**

### **This policy will not provide cover for:**

- **Tyre(s)** that do not carry the European 'E' mark
- Any motorcycle that has registered more than 50,000 miles on the odometer on the date **You** purchase this policy
- Any motorcycle with a gross vehicle weight of more than 3,500kg
- Any motorcycle 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)
- Any motorcycle used at any time in a public service capacity, such as a Military, Police or Ambulance motorcycle
- Any motorcycle 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 motorcycles used for riding instruction purposes in connection with Your occupation
- Any motorcycle 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, or;
- Quad bikes; scooters; tricycles; sidecars, or any motorcycle designed for off-road use only

## ***YOUR CONTRACT OF INSURANCE.***

This policy and the **Certificate of Insurance** must be read together as they form **Your** insurance contract with the Insurer.

### **Insurer**

This insurance is underwritten by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima which is authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from the insurer on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch with branch number BR008042 and its principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

### **Administrator**

This insurance is administered by Abraxas Insurance Administration Services Limited who acts on behalf of the Insurer. The Administrator will be referred to throughout this policy as **We, Us or Our**. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority. Abraxas Insurance Administration Services Limited is registered in England and Wales under company number 02928787 and its registered office is at 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

## ***HOW TO MAKE A CLAIM.***

Please contact **Us** within 13 days of the **Damage** occurring and have **Your Certificate of Insurance** and motorcycle registration number to hand.

By telephone: 0330 400 1516

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

1. **We** will register the details of **Your** claim and provide **You** with the telephone number of the nearest **Approved Repairer**
2. **You** should book an appointment for the **Damage** to be assessed by the **Approved Repairer**
3. While **You** are at the appointment, the **Approved Repairer** will contact **Us** and ask for the authority to carry out a repair or replacement of the **Tyre(s)** fitted to the **Insured Motorcycle**
4. If **Your** claim is covered, We will advise the **Approved Repairer** how much will be paid under this policy and an **Authority Number** for this amount will be issued. The **Approved Repairer** will then either repair or replace the **Damaged Tyre(s)** depending on the extent of the **Damage** and invoice **Us** directly for the costs

## ***HOW TO MAKE A CLAIM OUTSIDE OF THE UNITED KINGDOM / OUT OF HOURS.***

In the event that **You** need to make a **Tyre** claim outside of the United Kingdom or outside the Claims Departments opening hours and are unable to obtain an **Authority Number** You should follow the procedure below:

1. **You** should take the **Insured Motorcycle** to an independent repairer of **Your** choice and settle the invoice directly with the repairer at the time
2. Upon completion of the repairs/replacement, **You** will need to send **Us** the following information/documentation:
  - a) **Your** policy reference number
  - b) The original invoices and receipts for the repair or replacement of the **Damaged Tyre(s)**
  - c) Photos of the **Damage** sustained to the **Tyre(s)**, including the tread depth across the full width of the **Tyre(s)**, and;
  - d) The tread depth readings across the full width of the **Damaged Tyre(s)**
3. Provided that **Your** claim is valid, **We** will reimburse **You** up to the limits specified on **Your Certificate of Insurance**.

## ***CLAIMS CONDITIONS.***

1. An **Authority Number** must be obtained from **Us** before any repairs/ replacements take place. If **You** do not obtain an **Authority Number** from **Us**, **Your** claim may not be paid
2. **We** reserve the right to request a digital photo of the **Damage** or additional supporting information in order to process **Your** claim
3. If **Damage** to the **Tyre(s)** fitted to the **Insured Motorcycle** occurs as a result of a malicious incident, **You** must first report the incident to the Police and **You** must obtain a crime reference number
4. Cover will only be available outside of the United Kingdom, the Isle of Man and the Channel Islands where **Your** roadside assistance policy does not provide cover
5. Any additional costs not covered by, or in excess of the limits of this policy must be settled directly by **You** with the **Approved Repairer**



## ***DEFINITIONS.***

**Whenever the following words appear in Your policy, they have the meaning given below.**

<b>Approved Repairer</b>	A BMW authorised retailer or repairer; or a garage or associated facility authorised by <b>Us</b>
<b>Authority Number</b>	The number issued by <b>Us</b> to confirm that <b>Your Tyre</b> claim will be paid
<b>Certificate of Insurance</b>	The certificate issued alongside this policy that sets out the name of the insured person, the motorcycle covered and the limits applicable to this insurance
<b>Damage(d)</b>	Either: a) The accidental or malicious <b>Damage</b> by a third party to the <b>Tyre(s)</b> fitted to the <b>Insured Motorcycle</b> resulting in the need for immediate repair or replacement, or; b) A puncture
<b>Insured Motorcycle</b>	The motorcycle shown on <b>Your Certificate of Insurance</b>
<b>Period of Cover</b>	The period commencing on the <b>Start Date</b> , or 13 days after the <b>Start Date</b> if <b>You</b> purchase this policy after the delivery of the <b>Insured Motorcycle</b> , until the earliest of the following: a) The end of the <b>Period of Cover</b> shown on <b>Your Certificate of Insurance</b> b) The date on which the <b>Insured Motorcycle</b> is written off c) The date this policy is cancelled d) The date the <b>Insured Motorcycle</b> is sold or repossessed, or; e) The date a claim for the maximum number of <b>Tyre(s)</b> specified on <b>Your Certificate of Insurance</b> has been registered by <b>Us</b>
<b>Premium</b>	The amount payable by <b>You</b> (including any taxes, commissions or charges) for cover under this policy
<b>Start Date</b>	The date <b>Your</b> insurance policy commences as shown on <b>Your Certificate of Insurance</b>

## **DEFINITIONS (CONT).**

<b>Territorial Limits</b>	The United Kingdom, the Isle of Man and the Channel Islands, any member countries of the European Economic Area, and Switzerland
<b>Tyre(s)</b>	The <b>Tyre(s)</b> fitted to the <b>Insured Motorcycle</b> that meet the manufacturer's specification and that comply with this policy's Eligibility criteria
<b>You/Your</b>	The individual specified on <b>Your Certificate of Insurance</b>

### **WHAT IS COVERED UNDER THIS INSURANCE.**

Subject to the terms and conditions, in the event that the **Tyre(s)** fitted to the **Insured Vehicle** sustain any **Damage**, this policy will pay for the following:

- a) The reasonable cost of the materials and labour to repair, balance and refit a **Tyre** that can be repaired, or;
- b) Where a **Tyre** cannot be repaired, the reasonable cost of the materials and labour to balance and fit a replacement **Tyre** of similar make and quality

The maximum number of **Tyres** covered under this policy and the maximum amount that this policy will pay per **Tyre** is specified on **Your Certificate of Insurance**.

Only **Tyre(s)** fitted to the **Insured Vehicle** will be covered.

## **WHAT IS NOT COVERED UNDER THIS INSURANCE.**

1. **Damage** that occurs within the first 14 days from the **Start Date** if **You** purchase this policy after the delivery of the **Insured Motorcycle**
2. VAT if **You** are VAT registered
3. Any costs to repair or replace **Tyre(s)** fitted to the **Insured Motorcycle** that **We** do not authorise in advance and provide an **Authority Number** for (unless **You** need to make an emergency **Tyre** claim outside of the Claims Departments opening hours)
4. **Tyre(s)** fitted to the **Insured Motorcycle** if they are used at the incorrect pressure
5. Any costs to repair **Tyre(s)** where the **Damage** is caused by wear and tear due to age and/or usage, including: unevenly worn **Tyre(s)**, fire or theft, or by a road traffic accident where there is a motor insurance claim that involves another vehicle
6. Any **Damage** that would not result in failure of an MOT test, for example any claim for cosmetic repair of the **Tyre(s)** only
7. Any claim where there has been an attempt to remove the serial number or other identifying marks from the **Tyre(s)**
8. **Damage** caused by faulty manufacture or design
9. **Damage** caused by incorrect wheel balancing, defective steering geometry/tracking, or defective suspension
10. Loss of use of the **Insured Motorcycle** or any other losses that are caused by the event which led to **Your** claim that fall outside the scope of cover of this policy. This includes but is not limited to travel expenses or loss of earnings
11. Any indirect losses incurred as a result of the **Damage** to the **Tyre(s)**. An example of this would be **Damage** to suspension components
12. **Tyre(s)** that have a tread depth on or below 1mm across the full width of the **Damaged Tyre(s)**
13. **Damage** caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed
14. 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
15. Any **Damage** 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
16. Any claim that occurs and is notified before the **Start Date**, outside the **Period of Cover**, or outside the **Territorial Limits**

## **CONDITIONS.**

1. If **You** do not adhere to the terms and conditions of this policy, it may delay settlement of **Your** claim
2. **We** reserve the right to examine the **Insured Motorcycle** and subject the **Tyre(s)** to independent expert assessment before the commencement of repairs. In the event of any dispute arising as to the extent of the Insurer's liability, the decision of the independent assessor shall be final
3. **We** reserve the right to ask for proof of ownership of the **Insured Motorcycle**
4. This policy is not renewable
5. This policy is in addition to **Your** legal rights

## **CHANGES IN YOUR CIRCUMSTANCES.**

**You must contact Us immediately by e-mail [enquiries@mapfre.co.uk](mailto:enquiries@mapfre.co.uk) or by telephone 0330 400 1514 if any of the following changes in circumstances apply to You:**

- **You** change, transfer ownership of, or write-off the **Insured Motorcycle**
- **You** change what **You** use the **Insured Motorcycle** for (for example, if **You** start using it for commercial purposes)
- **You** customise or make alterations to the **Insured Motorcycle**
- **You** change the registration number of the **Insured Motorcycle** to a cherished number plate
- **You** change **Your** address, or;
- **You** change **Your** name (for example, due to marriage)

If **You** advise **Us** of a change in **Your** circumstance which results in **You** or the **Insured Motorcycle** becoming ineligible for cover, **We** will cancel **Your** policy. Please refer to the Cancellation Section on page 14 of this policy. Failure to advise **Us** of a change in **Your** circumstances may result in **You** or the **Insured Motorcycle** becoming ineligible for cover and **Your** claim not being paid.

## ***PREMIUMS.***

If **You** pay for this policy in instalments via an instalment agreement and **You** fail to make a payment on the due date, **We** will write to **You**. **You** have 10 working days from the date **You** receive **Our** letter to rectify this. If **We** do not receive any correspondence within 10 working days from the date **You** receive **Our** letter, **We** will cancel this policy with immediate effect.

If **You** wish to reinstate this policy **You** must pay any outstanding **Premiums** and provide **Us** with a declaration that no claims are known, pending or reported. If **You** do not wish to reinstate this policy **You** should contact **Us** to find out whether **You** are entitled to a partial refund.

Please note that if **You** pay for this policy in instalments via an instalment agreement, any outstanding instalments **You** are contracted to pay will be deducted from any settlement payable.

## ***TRANSFERRING YOUR COVER.***

**You** may transfer the benefits of this policy to a new private owner during the **Period of Cover**, provided that:

- The **Insured Vehicle** is sold or gifted privately and not through a garage, motor trader, auction or similar
- The Eligibility criteria for this policy continues to be met
- There are no repairs outstanding or claims pending, and;
- If **You** have chosen to pay for this policy in instalments via an instalment agreement, the Premium must be paid in full

**IMPORTANT:** The **Start Date**, the **Period of Cover** and the maximum number of repairs that this policy will provide cover for will remain the same.

### ***HOW TO TRANSFER.***

- Write to **Us** at Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA within 30 days of the date **You** sell or gift the **Insured Vehicle**, and;
- Provide a copy of the original purchase invoice for the **Insured Vehicle**

Please note that the transfer will be subject to **Our** approval.

## ***OTHER INSURANCE.***

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.

## ***FRAUD.***

If any information provided by **You** or anyone acting on **Your** behalf is inaccurate or fraudulent, or if **You** fail to disclose any information in response to a specific request which might reasonably affect the Insurer's decision to provide cover under this policy, **Your** right to any benefit under this policy will end, and **We** shall be entitled to recover any settlement paid or costs incurred as a result of any such fraudulent or misleading means.

## ***CANCELLATION.***

### **Cancellation within the cooling-off period**

**You** have the right to cancel this policy and to receive a full refund of **Premium** provided no claims are known or reported by giving notice of cancellation within 30 days of the date **You** receive **Your** policy documents. Please quote the number that appears on **Your Certificate of Insurance**.

### **Cancellation outside the cooling-off period**

If this policy is cancelled at any time after the 30 day cooling off period from the date **You** receive **Your** policy documents, provided that no claims are known, pending or reported, **You** will be entitled to a refund of the unused portion of the **Premium** paid to date, minus an administration charge of £15.00. Any refund due will be calculated on a daily pro-rata basis from the date **We** receive the letter, email or phone call of cancellation.

To cancel this policy, please contact **Us** on any of the below:

By e-mail: [cancel@mapfre.co.uk](mailto:cancel@mapfre.co.uk)

By telephone: 0330 400 1516

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

## ***CANCELLATION (CONT).***

**We** reserve the right, in the event any fraudulent activity, non-payment of **Premium**, or non-compliance with these policy terms & conditions, to cancel this policy at any time before or during the **Period of Cover**. Additionally, once a valid claim has been registered by **Us**, no refund of **Premium** will be due.

## ***FINANCIAL SERVICES COMPENSATION SCHEME.***

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme (FSCS). If the Insurer is unable to meet some of their liabilities and **You** make a valid claim, **You** may be entitled to compensation from the FSCS, depending on the type of business and circumstances of the claim.

Protection is at 100% where claims:

- Arise in respect of a liability subject to compulsory insurance
- Arise in respect of a liability subject to professional indemnity insurance
- Arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity

Protection is at 90% where claims arise under other types of policy (including this policy) with no upper limit.

Further information can be obtained from the Financial Services Compensation Scheme:

By e-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

By telephone: 0800 678 1100 or 020 7741 4100

For more information please visit [www.fscs.org.uk](http://www.fscs.org.uk)

## ***DATA PROTECTION.***

Some or all of the information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records and shared between **Us**, the Insurer and BMW Financial Services (GB) Limited. It may be used for underwriting, claims or marketing purposes. **Your** information may be transferred outside of the European Economic Area. This will only happen when it is necessary for the conclusion, or performance of a contract that is entered into at **Your** request or in **Your** interests, or for administrative or marketing purposes where **You** have given consent. **Your** information will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

**We** may use **Your** personal details to deal with **Your** policy and support the development of the business, but will not keep them for longer than necessary.

Under the terms of the Data Protection Act, **You** are entitled to a copy of any information held by **Us**. If **You** wish to make a Subject Access Request (for a copy of information held), **We** will charge a £10.00 administration fee for this service. Please contact **Us** if **You** require copies of information held.

Under the Data Protection Act, the MAPFRE group can only discuss **Your** details with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. Your information will at all times be held securely and handled with the utmost care in accordance with all applicable law.

## ***LAW APPLICABLE TO THE CONTRACT.***

The parties to this policy can choose the law that applies to it. In the absence of any written agreement to the contrary, the laws of England and the jurisdiction of the English courts will apply.



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

If **You** have a complaint about how this policy was sold, please contact the motor dealership that **You** purchased this policy from.

If **You** have a complaint about any other aspects of this policy please contact the Customer Care Manager who will investigate the matter:

By e-mail: [customerrelationsteam@mapfre.co.uk](mailto:customerrelationsteam@mapfre.co.uk)

By telephone: 0330 400 1420

In writing: The Customer Relations Team, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

**We** will confirm receipt of **Your** complaint within 5 working days and aim to resolve the problem within 8 weeks

If **You** remain dissatisfied with the way that **Your** complaint has been dealt with, **You** may refer the matter to the Financial Ombudsman Service within 6 months of the date of **Our** final response:

By telephone: 0800 023 4567

In writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

For more information please visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This procedure does not affect **Your** statutory rights and is in addition to any other rights **You** may have to take legal proceedings.

