

## Terms of Business

### General

These are the Terms of Business for BMW Financial Services (Ireland) DAC which may also be referred to under the trading names BMW Financial Services, MINI Financial Services (Ireland) and ALPHERA Financial Services. We will refer to this company as "the Company", "we", "us" or "our" in these Terms of Business.

BMW Financial Services (Ireland) DAC is a company incorporated in Ireland with registered number 153130, whose registered office is at Swift Square, Santry Demesne, Dublin 9. D09AOE4.

BMW Financial Services (Ireland) DAC is part of a group of companies. BMW AG is the ultimate parent of BMW Financial Services (Ireland) DAC and references to "BMW AG" are to Bayerische Motoren Werke Aktiengesellschaft whose address is Petuelring 130, 80788 Munich, Germany.

These Terms of Business are effective from 14 January 2026 and supersede any Terms of Business or other notices that we may have previously issued. Receipt of these Terms of Business constitutes your acceptance of them.

Where there are material changes to these Terms of Business, we will notify affected customers and provide a copy of the new terms of business no later than 5 working days prior to the date the changes are due to take effect. The information contained in these Terms of Business was published on 14 January 2026.

These Terms of Business will be governed by the laws of Ireland which shall govern all transactions and proceedings in or concerning the Terms of Business.

### Company Authorisation

BMW Financial Services (Ireland) DAC is authorised by the Central Bank of Ireland as a

Retail Credit Firm under Section 31 of the Central Bank Act, 1997, as amended and is registered as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations, 2018.

Our registration number is C38648. You can check this on the Central Bank's register by visiting the link [here](#)

The Company is subject to various Codes and Regulations, including but not limited to, the Central Bank Act 1997 (as amended), the Consumer Protection Code, the individual Accountability Framework Regulations, the Minimum Competency Code, the Insurance Distribution Regulations and the SME Regulations, which offer protection to consumers and SMEs. These Codes and regulations can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

### Company Activities

The Company's principal activity is to act as a Retail Credit Firm, providing a range of finance products to retail and business customers for new and used vehicles.

These include Hire Purchase, Personal Contract Plans (PCP) and Contract Hire agreements.

Access to our credit products is provided through a network of motor dealers, who act as Credit Intermediaries, authorised by the Competition and Consumer Protection Commission (CCPC).

In addition, the Company provides access to various insurance products. The various insurance products are not offered on a fair analysis basis, and we do not act on your behalf in any of our insurance activities. We do not provide advice as to the suitability of these products.

For the insurance types below (Table 1), we carry out insurance distribution activities by providing access to the insurance intermediaries quotation system direct from our websites.

**Table 1**

<b>Insurance Type</b>	<b>Insurance Intermediary</b>	<b>Insurance Provider</b>
Insured Warranty	Retail Partner/Dealer	Allianz Global Assistance Europe
Roadside Assistance	Retail Partner /Dealer	Allianz Global Assistance Europe
Car Insurance	QOVER	WAKAM
Motorbike Insurance	Carole Nash Insurance Consultants (Ireland) DAC, trading as BMW Motorrad Insurance Solutions (Ireland	Various

For the insurance types below (Table 2), we do not carry out insurance distribution activities and only introduce you to insurance intermediaries through our Retail partner/Dealer network, who will assist you to conclude the insurance contract.

**Table 2**

<b>Insurance Type</b>	<b>Insurance Intermediary</b>	<b>Insurance Provider</b>
Shortfall (Gap) Insurance	Retail Partner/Dealer	MAWDY - MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY
Tyre Insurance	Retail Partner/Dealer	MAWDY - MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY

Cosmetic Repair Insurance	Retail Partner/Dealer	MAWDY - MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY
Contract Hire Shortfall Insurance	Retail Partner/Dealer	MAWDY - MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY

We do not have a holding, direct or indirect, representing 10 per cent or more of the voting rights or of the capital in any given insurance undertaking or insurance intermediary.

#### **Commission we receive in relation to our insurance activities**

We will receive commission from Insurance Providers in respect of our insurance distribution activity and our insurance introduction activity. Details of the commission we receive is included below (Table 3):

**Table 3**

<b>Insurance Type</b>	<b>Commission Basis</b>
Car Insurance	10% of Premium
Motorbike Insurance	16-17% of Premium
Shortfall Insurance	6.5% of Premium
Insured Warranty	€1-2 per lead
Roadside Assistance	€1-2 per lead
Cosmetic Repair	6% of Premium
Tyre Insurance	7% of Premium
Contract Hire Shortfall	6.5% of Premium

#### **Commission we pay to Motor Dealers in relation to our vehicle finance**

The motor dealer arranging the proposed finance is not an independent financial adviser. They only introduce customers to a panel of lenders and can

only provide you with limited assistance in finding finance for your vehicle.

We will pay the dealer commission if you enter into a finance agreement with us, which may influence them when sourcing finance. They do not act as your or our agent and will not necessarily avoid conflicts of interest in relation to the sourcing of finance. The dealer is not regulated by the Central Bank of Ireland and is not subject to the Consumer Protection Code. You should

make your own enquiries about other finance options before deciding to enter into an agreement with us. Depending on your circumstances, you may find a better deal if you look around.

We will pay a fixed % in commission to the dealer if you enter into a finance agreement with us. This commission is a % of the amount financed. This means the higher the amount financed, the higher the commission, the lower the amount financed, the lower the commission. The dealers rate of commission is a fixed %, meaning the dealer cannot change their commission rate or the interest rate for your agreement. The amount of commission and % will be stated in your finance agreement.

## Fees and Charges

We charge interest under our hire purchase, personal contract purchase and loan agreements.

In addition, other fees and charges may be payable in connection with the finance products we provide. Details of our current fees and charges are outlined below (Table 4). We may change these from time to time.

**Table 4**

Charge Name	Amount
Documentation Fee (Personal/SME)	€75.00
Option to Purchase Fee (Personal/SME)	€75.00
Excess Vehicle Mileage Fee (Personal/SME)	Variable – Cent Per Klm

Vehicle damage Charge (Personal/SME)	Variable – Depending on Vehicle Condition
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## Conflicts of Interest

We have a conflict of Interest policy in place to identify and to prevent or manage any known or potential conflicts of interest which may arise when providing products and services to our customers. We will avoid a conflict of interest which has the potential to cause harm to you. However, where a conflict of interest arises and cannot reasonably be avoided, a full disclosure will be made prior to undertaking any business with you. This will allow you make an informed decision with respect to the product or service in the context of which the conflict arises.

## Customer Default

If you default on a finance agreement with us, we may terminate your agreement and take steps necessary to recover the vehicle you have financed with us. We may need a court order to do this.

## Complaints Procedure

We have in place a written procedure for handling of complaints. This procedure provides for complaints to be acknowledged, investigated and resolved.

We will aim to resolve your complaint as quickly as possible. If we are unable to do this, we will write to you within 20 working days to update you on the progress we have made. In the unlikely event that it takes longer than anticipated to investigate your complaint and issue a final response letter, we will write to you within 40 working days:

- explaining why we have been unable to issue a final response letter.
- To let you know when you can expect us to issue a final response letter.
- Provide contact details for the Financial Services and Pensions Ombudsman.

Once we have fully investigated your complaint, we will send you a final response letter confirming the outcome of our investigation and where applicable the terms of any offer of redress to be offered. If the complaint is still not resolved to your satisfaction,

you have the right to refer your complaint to the Financial Services and Pensions Ombudsman. The Ombudsman can be contacted using the details below:

### **Financial Services & Pensions Ombudsman**

Lincoln House  
Lincoln Place  
Dublin 2  
Telephone: 01 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

### **Data Protection**

Our data privacy policy, which can be found on our website [here](#), outlines how we will use your personal data. For the purposes of data protection law, we are a data controller in respect of your personal data. We collect and use your personal data and where applicable this may include information related to your spouse/partner, directors, shareholders, partners, guarantors and owners (your "representatives"). The Company is responsible for ensuring that it uses your personal data in compliance with data protection law.

If you have any questions about how we process personal data or about your rights over your personal data, in the first instance you should contact us as follows:

#### **Call BMW Customer Service on:**

0818 253 181, selecting option 2.

#### **Or by sending an email**

to [bmwcustomerservices@bmwfin.ie](mailto:bmwcustomerservices@bmwfin.ie)

#### **Or by writing to us at:**

BMW Customer Service  
FAO: Customer Service Manager  
Swift Square  
Santry Demesne  
Dublin 9  
D09 AOE4