

## 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 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 11 February 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 11 February 2026.

These Terms of Business will be governed by the laws of Ireland which will govern all transactions and proceedings in or concerning the Terms of Business. The courts of Ireland will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these 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 Agreements, Personal Contract Plans (PCP) and Contract Hire Agreements (each a Finance Agreement).

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 website.

**Table 1**

Insurance Type	Insurance Intermediary	Insurance Provider
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**

Insurance Type	Insurance Intermediary	Insurance Provider
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
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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**

Insurance Type	Commission Basis
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 dealers arranging our vehicle finance are not independent financial advisors. 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 your 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 motor 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.

The commission we pay is calculated as a percentage 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 motor dealers 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 Finance 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**

<b>Charge Name</b>	<b>Amount</b>
Documentation Fee (Personal/SME)	€75.00
Option to Purchase Fee (Personal/SME)	€75.00
Excess Kilometre Charge (Personal/SME)	Variable – Cent Per Klm
Vehicle damage Charge (Personal/SME)	Variable – Depending on Vehicle Condition

**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 an Agreement with us, we may terminate your agreement and take steps necessary to recover the vehicle you have financed with us in accordance with the Finance Agreement. 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. A copy of our Complaints Procedure is available on our website. If you would like a hard copy of the Complaints Procedure, we will provide to you within 5 working days of your request.

We will acknowledge your complaint with 5 working days of receiving it.

We will aim to resolve your complaint as quickly as possible. We will write to you regularly, every 20 working days, to keep you updated on the progress we have made.

If you are unhappy when you receive our final response letter and believe the complaint is still not resolved to your satisfaction, where you have the

right, you can refer your Complaint to the Financial Services and Pensions Ombudsman. Further information can be found on the FSPO website. 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@fspoi.ie  
Website: www.fspoi.ie

In the unlikely event that it takes longer than anticipated to resolve your complaint, we will write to you within 40 working days:

- explaining why we have been unable to issue a final response letter.
- let you know when you can expect us to issue a final response letter.
- where applicable, informing you of your right to refer the matter to the Financial Services and Pensions Ombudsman (FSPO), and providing you with the Contact details for the FSPO.

### **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 Financial Services Customer Service

FAO: Customer Service Manager

Swift Square

Santry Demesne

Dublin 9

D09 AOE4