



BMW COSMETIC REPAIR INSURANCE.

POLICY WORDING.

BMW Insurance Solutions.

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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 email: bmwclaims@mapfre.com

By telephone: 0818 112 223

In writing: MAPFRE ASSISTANCE Agency Ireland T/A MAPFRE
WARRANTY, 22-26 Prospect Hill, Galway H91 TVF8

If You Are Calling From Abroad

By telephone: 00353 91 545 983

Customer Services

By email: bmwadmin@mapfre.com

By telephone: 0818 112 223

Telephone lines are open Monday – Friday between the hours of
9.00am – 5.00pm.

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

INTRODUCTION.

BMW Cosmetic Repair Insurance has been designed to cover the cost of **Repairs** in the event that the **Insured Vehicle** suffers **Minor Cosmetic Damage** within the **Period of Cover**. Please refer to What Is Covered Under This Insurance on page 11 of this policy.

IMPORTANT: You may only purchase this policy within 60 days of the date **You** take delivery of the **Insured Vehicle**

Note, some damage can only be disguised and may not be 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 surfaces that have been disguised will be identified upon inspection and be subject to charges

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 Republic of Ireland
- **You** must be the registered keeper and/or owner of the **Insured Vehicle**
- **You** must be a private individual using the **Insured Vehicle** for social, domestic, pleasure, commuting or business purposes
- **You** must hold a current valid Republic of Ireland driving licence, or hold a full internationally recognised driving licence that is valid for use in Republic of Ireland, and;
- **You** must have paid the **Premium**
- **You** must have in place a valid road risk insurance policy

This policy will not provide cover for:

- 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
- Any vehicle with a gross vehicle weight of more than 3,500kg
- Any vehicle named on a contract hire or lease agreement with the exception of Personal Contract Purchase (PCP) agreements
- 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)
- Any vehicle used at any time in a public service capacity, such as a Military, Police or Ambulance vehicle
- 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
- 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
- Motorcycles; scooters; quad bikes; tricycles; mopeds; sidecars; trailers; boats; kit cars; invalid carriages; buses; coaches; motorhomes; stretched limousines; touring caravans, or trucks, or;
- Any vehicle that is more than 7 years old at the **Start Date**

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 and Administrator

This insurance is underwritten and administrated by MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros S.A trading as MAPFRE ASSISTANCE Agency Ireland and MAPFRE Warranty. MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros S.A, trading as MAPFRE ASSISTANCE Agency Ireland and MAPFRE Warranty, is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain, and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration Number 903874. MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway.

The Administrator will be referred to throughout this policy as **We, Our** or **Us**.

HOW TO MAKE A CLAIM.

Please contact **Us** within 30 days of any **Minor Cosmetic Damage** occurring and have **Your Certificate of Insurance** and vehicle registration number to hand.

If You notify **Us** outside of this period, it may:

- a) Limit Our ability to validate that the **Minor Cosmetic Damage** occurred within the **Period of Cover**
- b) Prevent **Us** or **You** from minimising further loss or damage and / or mitigating the cost of **Repair** and as such it may affect the outcome of **Your** claim

By email: bmwclaims@mapfre.com

By telephone: 0818 112 223

1. **We** will register the details of **Your** claim and ask **You** to provide at **Your** expense:
 - a) details of the damage, including;
 - when the damage occurred
 - how the damage occurred
 - where on the **Insured Vehicle** the damage is located
 - the size of the damaged area, and;
 - b) a digital photo of the **Minor Cosmetic Damage** and the area surrounding the damage, with a recognisable scale to enable the assessment of the size
2. **We** will review **Your** claim and if it is covered, will pass the information to an **Approved Repairer**, who will contact **You** to arrange a **Repair**.
3. Where a mobile repair unit is used to settle the claim, upon arrival at the **Repair** booking, the **Approved Repairer** will inspect the Insured Vehicle. Provided it is parked legally and there is room for the **Repair(s)** to be carried out safely, the **Approved Repairer** will carry out a **Repair(s)**.

Please note: **You** may, should **You** prefer, take the **Insured Vehicle** to a registered BMW repair centre of **Your** choosing for a **Repair** to be completed. If **You** choose to do so an **Authority Number** must be obtained from **Us** prior to **Repairs** being undertaken.

If the **Minor Cosmetic Damage** cannot be repaired using SMART techniques by the **Approved Repairer** or registered BMW repair centre and requires body shop attention, **You** may take the **Insured Vehicle** to a body shop of **Your** choosing for a **Repair** to be completed. If **You** choose to do so an **Authority Number** must be obtained from **Us** prior to **Repairs** being undertaken. **We** will contribute up to €300 including VAT towards the cost of any individual body shop repair if the damage is within the scope of the cover provided.

HOW TO MAKE A CLAIM (CONT).

A BMW **Repair** centre or body shop 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 **Us** along with the **Authority Number**.

DEFINITIONS.

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

Approved Repairer	The company authorised by Us to carry out Repair work to the Insured Vehicle
Authority Number	Where You take the Insured Vehicle to a registered BMW repair centre of Your choosing, the number issued by Us to confirm that Your Minor Cosmetic Damage claim will be paid
Certificate of Insurance	The certificate issued alongside this policy that sets out the name of the insured, the vehicle covered and the limits applicable to this insurance
Insured Vehicle	The passenger vehicle shown on Your Certificate of Insurance
Minor Cosmetic Damage	<p>The accidental damage to the bodywork of the Insured Vehicle.</p> <p>Vertical surfaces are covered for:</p> <ul style="list-style-type: none">• Chips (up to 15mm in diameter and 3mm in depth)• Scratches (up to 300mm in length and 3mm in depth)• Dents (up to 300mm in diameter and 3mm in depth) <p>Flat/horizontal surfaces are covered for:</p> <ul style="list-style-type: none">• Chips (up to 15mm in diameter and 3mm in depth)• Scratches (up to 300mm in length and 3mm in depth) <p>Bumpers and wing mirror housings are covered for:</p> <ul style="list-style-type: none">• Scuffs (up to 300mm in diameter and 3mm in depth)• Chips (up to 15mm in diameter and 3mm in depth)• Dents (up to 300mm in diameter and 3mm in depth)
Period of Cover	<p>The period from the Start Date until the earliest of the following:</p> <ol style="list-style-type: none">a) the end of the Period of Cover shown on Your Certificate of Insuranceb) the date on which the Insured Vehicle is written offc) the date this policy is cancelledd) the date the Insured Vehicle is sold, transferred to another party, or repossessed, or;e) the date the maximum number of Repairs specified on Your Certificate of Insurance has been reached

DEFINITIONS (CONT).

Premium	The amount payable by You (including any taxes, commissions or charges) for cover under this policy
Repair(s)/Repaired	<p>Repair(s)/Repaired means the use of SMART (Small to Medium Area Repair Technology) Repair, a specific restoration process, used by the Approved Repairer to repair Minor Cosmetic Damage to the Insured Vehicle</p> <p>Please note that while the SMART Repair will match the original factory finish as closely as possible, it may not always be possible to match this exactly. Some damage can only be disguised and may not be repairable so as to be invisible to the naked eye</p>
SMART	SMART (Small to Medium Area Repair Technology) is the process of repairing the Insured Vehicle using specialised tools, paint and materials on a localised damaged area. SMART avoids the need to remove or repaint the entire panel of the Insured Vehicle
Start Date	The date Your insurance policy commences as shown on Your Certificate of Insurance
Territorial Limits	The Republic of Ireland, the United Kingdom, the Isle of Man and the Channel Islands; any member countries of the European Economic Area, and Switzerland
You/Your	The individual specified on Your Certificate of Insurance

WHAT IS COVERED UNDER THIS INSURANCE.

Subject to the terms and conditions of this policy wording, this policy will pay to **Repair Minor Cosmetic Damage** to the bodywork of the **Insured Vehicle**. Where a single incident causes multiple chips, scratches, dents or scuffs but the total diameter of the combined damaged area is no more than 300mm this will be treated as a single claim. Please note:

The individual limits specified under the definition of **Minor Cosmetic Damage** will also still apply. The maximum number of **Repairs** that this policy will provide cover for is specified on **Your Certificate of Insurance**.

NOTE: If the **Minor Cosmetic Damage** cannot be **Repaired** using **SMART** techniques, and requires body shop attention, we will contribute up to €300 including VAT towards the cost of any individual body shop **repair** if the damage is within the scope of the cover provided. Please note that an **Authority Number** must be obtained from **Us** prior to any **Repairs** taking place and **You** will need to send a copy of the invoice to **Us** prior to any settlement being issued.

WHAT IS NOT COVERED UNDER THIS INSURANCE.

1. Any **Minor Cosmetic Damage** that occurs within the first 30 days from date of sale as specified on **Your Certificate of Insurance**
2. **Minor Cosmetic Damage** that is subject to a motor insurance claim
3. Anything that cannot be defined as **Minor Cosmetic Damage** or **Minor Cosmetic Damage** that extends across more than 2 body panels. In the event that the damage extends across more than 2 body panels, the entire claim will be excluded
4. Dents to any flat/horizontal surfaces of the **Insured Vehicle**
5. Scuffs where the front or rear bumper has been cracked, ripped, torn or perforated
6. Damage to the structure/alignment of a panel, or the replacement of any body part, part of a panel or bumper
7. **Minor Cosmetic 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
8. VAT if **You** are VAT registered

WHAT IS NOT COVERED (CONT).

9. Where the **Insured Vehicle** has two or more different colour paints, any **Repair** where **Minor Cosmetic Damage** transitions from one colour to another. In this instance, the entire claim will be excluded
10. Any claim where a Single Incident results in multiple dents, scratches, scuffs or chips and the combined damaged area exceeds 300mm
11. Damage to specialist paints/bodywork finishes, e.g. body wrap, self-healing, chrome illusion, matt textures and pearlescent paints
12. Any claim that occurs before the **Start Date**, outside the **Period of Cover**, or outside the **Territorial Limits**
13. **Minor Cosmetic 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
14. Any costs for **Repair** that **We** do not authorise in advance
15. Any claim where in the opinion of the **Approved Repairer**, a **Repair** cannot be effectively carried out
16. **Minor Cosmetic 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**
17. Any liability to a third party
18. Loss of use of the **Insured Vehicle** 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
19. **Minor Cosmetic Damage** caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed
20. Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the Irish Government considers to be an act of terrorism
21. 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
22. Any cost for a replacement hire vehicle whilst **Minor Cosmetic Damage** is being **Repaired**
23. Losses arising from manufacturer's defects or inherent design faults recall campaigns, during or after manufacturer's warranty period

CONDITIONS.

1. No liability will be accepted for any claim where the terms and conditions of this policy have not been fully complied with
2. **You** must use all reasonable care to maintain the **Insured Vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage. This includes notifying **us** within 30 days of any **Minor Cosmetic Damage** occurring, if **you** intend to make a claim for the **repair**
3. **Repairs** carried out by an **Approved Repairer** are guaranteed for a period of 5 years from the date of **Repair**, but the Insurer's liability is limited to the cost of rectifying any defective **Repairs**. Please note this guarantee will only apply if **You** have chosen to use an **Approved Repairer**
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 email bmwadmin@mapfre.com or by telephone 0818 112 223 if any of the following changes in circumstances apply to **You**:

- **You** change, transfer ownership of, or write-off the **Insured Vehicle**
- **You** change what **You** use the **Insured Vehicle** for (for example, if **You** start using it for commercial purposes)
- **You** customise or make alterations to the **Insured Vehicle**
- **You** have **Your** motor insurance policy declined or cancelled
- **You** change the registration number of the **Insured Vehicle**
- **You** change **Your** address
- **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 Vehicle** becoming ineligible for cover, **We** will cancel **Your** policy. Please refer to the Cancellation Section on page 15 of this policy. Failure to advise **Us** of a change in **Your** circumstances that make **You** or the **Insured Vehicle** ineligible for cover, may result in **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 MAPFRE ASSISTANCE Agency Ireland T/A MAPFRE WARRANTY, 22-26 Prospect Hill, Galway H91 TVF8 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.

MISREPRESENTATION AND FRAUD.

If any information provided by **You** or anyone acting on **Your** behalf is inaccurate 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, this may limit some or all of the cover available under the policy, or affect the outcome of future claims.

If any information provided by **You** or anyone acting on **Your** behalf is fraudulent or deliberately misleading including inflation or exaggeration of a claim or submission of forged or falsified documents , **Your** right to any benefit under this policy will end, the **Premium** will be retained and **We** shall be entitled to recover any settlement paid as a result of any such fraudulent or misleading means.

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 the Republic of Ireland and the jurisdiction of the Irish courts will apply.

Insurance Act 1936

All monies which become or may become payable by **Us** to **You** under this Policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in Ireland.

Stamp Duties Consolidation Act 1999

The Appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

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 the 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:

In writing: MAPFRE ASSISTANCE Agency Ireland T/A MAPFRE
WARRANTY,22-26 Prospect Hill, Galway H91 TVF8

By telephone: 0818 112 223

By email: bmwadmin@mapfre.com

We reserve the right to cancel this policy at any time before or during the **Period of Cover** by providing 14 days' notice in writing, stating the reasons, to **Your** last known address. Reasons for cancellation may include:

- Fraud, attempted fraud, or deliberate misrepresentation
- Non-payment of **Premium**, or
- If a change in circumstances results in **You** or the **Insured Vehicle** becoming ineligible for cover

You will be entitled to a refund of the unused portion of the **Premium** paid to date

INSURANCE COMPENSATION FUND.

MAPFRE ASSISTANCE Agency Ireland is covered by the Insurance Compensation Fund Ireland established under the Insurance Act 1964 which has been amended by the Insurance (Amendment) Act 2011. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim.

The total amount that may be paid out of the fund in respect of any sum due to a person under a policy shall not exceed 65% of the sum due to the policyholder or €825,000 whichever is less. Further information about compensation fund arrangements is available from www.centralbank.ie.

DATA PROTECTION.

We need to obtain personal information from **You** to provide **You** with the policy of insurance.

We use **Your** personal information in the following ways:

- To provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the terms of the policy;
- To confirm, maintain, update and improve **Our** customer records;
- To analyse and develop **Our** relationship with **You**;
- To help in processing any applications **You** may make;
- To identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent);
- To carry out studies of statistics and claim rates;
- For the analysis and the prevention of fraud;
- For the analysis and the prevention of payment defaults;
- For statistical studies by **Us** and/or any sectorial organisation in Europe

We may share **Your** details with other companies within the MAPFRE group to support the administration of **Your** policy. **We** deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves. **We** share information with BMW Financial Services (Ireland) DAC and BMW Financial Services (GB) Ltd. for the purpose of monitoring the branded insurance product scheme and handling complaints and, with **Your** consent only, to identify and market products and services that may be of interest for **You**.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records and stored according to data protection legislation. **We** will not keep **Your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. **We** do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Under data protection legislation, **You** also have the below additional rights in relation to **Your** personal data:

- Request correction/rectification of **Your** personal data
- Request erasure of **Your** personal data, a right to be forgotten

DATA PROTECTION (CONT).

- Object to processing of **Your** personal data
- Request restriction of processing **Your** personal data
- Request transfer of **Your** personal data
- Right to withdraw consent
- Rights in relation to automated decision making and profiling

If **You** wish to exercise any of these rights please contact **Us** at the address above.

We keep records of any transactions **You** enter with **Us** or **Our** partner companies for seven years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements. **We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law.

To assist with fraud prevention and detection **We** may:

- Share information about **You** across **Our** group, with other insurers and, where **We** are entitled to do so under data protection legislation, the police and other law enforcement agencies;
- Pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- Check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) help make decisions about credit and credit related services for **You** and members of **Your** household;
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household;
 - c) trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies;
 - d) check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
 - e) undertake credit searches and additional fraud searches

Under data protection legislation, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. **You** can do this by contacting **Our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

WHAT TO DO IF YOU HAVE A COMPLAINT.

If **You** have a complaint please contact the Customer Relations Team who will investigate the matter:

By email: bmwadmin@mapfre.com

By telephone: 0818 112 223

In writing: The Customer Relations Team, MAPFRE ASSISTANCE Agency
Ireland T/A MAPFRE WARRANTY, 22-26 Prospect Hill,
Galway H91 TVF8

We will confirm receipt of **Your** complaint within 5 working days and aim to resolve the problem within 40 working days

If **You** are still dissatisfied, **You** may contact:

The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Telephone: 01 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

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