



BMW TYRE  
INSURANCE.

POLICY WORDING.

**BMW Insurance Solutions.**

# CONTENTS.

Introduction	4
Eligibility	5
Your Contract Of Insurance	6
How To Make A Claim	7
Claims Conditions	8
Definitions	9
What Is Covered Under This Insurance	10
What Is Not Covered Under This Insurance	11
Conditions	12
Changes In Your Circumstances	12
Premiums	13
Transferring Your Cover	13
Other Insurance	14
Fraud	14
Cancellation	14
Insurance Compensation Fund	15
Data Protection	16
Law Applicable To The Contract	18
What To Do If You Have A Complaint	18

## 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](mailto: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: +353 91 545 983

### **Customer Services**

By email: [bmwclaims@mapfre.com](mailto:bmwclaims@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 Tyre Damage Insurance has been designed to contribute towards the cost of repairing or replacing the **Tyre(s)** fitted to the **Insured Vehicle** 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 Vehicle**
- If **You** purchase this policy after the delivery of the **Insured Vehicle**, there is an initial wait period of 13 days after the **Start Date** in which **You** are not able to make a claim
- If **You** purchase this policy on the same day as **You** take delivery of the **Insured Vehicle**, there will be no wait period

## 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 the Republic of Ireland, 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 vehicle that has registered more than 160,000kms on the odometer on the date **You** purchase this policy
- Any vehicle with a gross vehicle weight of more than 3,500kg
- 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, or;
- Motorcycles; quad bikes; tricycles; mopeds; sidecars; trailers; all off-road motorcycles; kit cars; invalid carriages; buses, coaches; stretched limousines, touring caravans or trucks

# 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, 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 the Damage occurring and have **Your Certificate of Insurance** and vehicle registration number to hand.

By email: [bmwclaims@mapfre.com](mailto: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

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 Vehicle**
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 REPUBLIC OF IRELAND/OUT OF HOURS.

In the event that **You** need to make a **Tyre** claim outside of the Republic of Ireland 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 Vehicle** 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 Vehicle** 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 Republic of Ireland 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 vehicle 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 Vehicle</b> resulting in the need for immediate repair or replacement, or; b) a puncture
<b>Insured Vehicle</b>	The passenger vehicle 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 Vehicle</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 Vehicle</b> is written off c) the date this policy is cancelled d) the date the <b>Insured Vehicle</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 Republic of Ireland, 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 Vehicle</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 that **We** deem to be fair (by assessing market average repair costs) 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 that **We** deem to be fair (by assessing market average repair costs) 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 13 days from the Start Date if **You** purchase this policy after the delivery of the **Insured Vehicle**
2. VAT if **You** are VAT registered
3. Any costs to repair or replace **Tyre(s)** fitted to the **Insured Vehicle** 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 Vehicle** 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 NCT 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 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
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 2mm 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 Irish 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 Vehicle** 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 Vehicle**
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](mailto: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** change the registration number of the **Insured Vehicle**
- **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 Vehicle** 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 Vehicle** 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 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.

## 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 email: [bmwadmin@mapfre.com](mailto:bmwadmin@mapfre.com)

By telephone: 0818 112 223

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

**We** reserve the right, in the event any fraudulent activity, non-payment of **Premium**, or non-compliance with the terms and conditions of this policy wording, 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.

## 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.

## 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](http://www.centralbank.ie).

# DATA PROTECTION.

**We** need to obtain personal information from **You** to provide **You** with this 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 Service (GB) Limited 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, H91 TVF8.

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, and;
  - 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, H91 TVF8.

## LAW APPLICABLE TO THE CONTRACT.

The laws of the Republic of Ireland and the jurisdiction of the Irish 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 retailer 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 email: [bmwadmin@mapfre.com](mailto: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](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)