



**MINI CONTRACT HIRE  
SHORTFALL INSURANCE.  
POLICY WORDING.**



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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**

Online: <http://claims.mapfre.co.uk>

By email: [gapclaims@mapfre.co.uk](mailto:gapclaims@mapfre.co.uk)

By telephone: 0330 400 1516

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

### **If You Are Calling From Abroad**

By telephone: +44 330 400 1516

### **Customer Services**

By email: [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.

MINI Contract Hire Shortfall Insurance has been designed to cover the 'gap' between the **Motor Insurance Settlement** and the **Contract Hire/Lease Net Balance** if the **Insured Vehicle** is declared a **Total Loss** within the **Period of Cover**. Please refer to What Is Covered Under This Insurance on page 12 of this policy.

### **IMPORTANT:**

- **You** may only purchase this policy within 60 days of the date **You** take delivery of the **Insured Vehicle**
- The **Contract Hire/Lease Agreement** must not exceed the monthly rental or the duration specified on **Your Certificate of Insurance**

## ELIGIBILITY.

### This policy is for You, if:

- **You** are a permanent resident of, or in the case of a corporate body, is registered in, the United Kingdom
- **You** are 18 years of age at the **Start Date**
- The **Insured Vehicle** is the subject of a **Contract Hire/Lease Agreement** which is in **Your** name
- **You** or any person permitted to drive the **Insured Vehicle** 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
- The **Insured Vehicle** is registered and used principally within the United Kingdom
- The **Insured Vehicle** is covered by a comprehensive **Motor Insurance Policy** throughout the **Period of Cover**
- The **Insured Vehicle** is listed in **Glass's Guide**
- **You** have paid the **Premium**

### This policy is NOT for You, if Your vehicle:

- Is used for daily or weekly rental purposes
- Has been previously written off
- Has a gross vehicle weight of more than 3,500kg
- Is insured on any type of motor trade insurance policy
- Is used in a public service capacity, such as a Military, Police or Ambulance vehicle
- Is used for hire and reward; courier or delivery services; short-term self-drive, or for the carriage of passengers, including but not limited to taxi services and private hire. Driving school vehicles or vehicles used for driving instruction purposes are covered, provided they comply with this policy's Eligibility criteria throughout the **Period of Cover**
- Is used at any time for competitions or rally; racing; track days; speed testing; off road; pacemaking, or reliability trials
- Has been modified other than in accordance with the manufacturer's specifications
- Is a grey or parallel import, or built for use outside of the United Kingdom unless manufactured as right hand drive and purchased from an authorised United Kingdom distributor

**IMPORTANT:** Motorcycles; quad bikes; scooters; tricycles; sidecars; kit cars; buses; coaches; stretched limousines; touring caravans, or vehicles with a non-manufacturer fitted LPG conversion are not eligible for cover under this policy

## **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, number 203041.

Details about the extent of regulation are available 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 acting on behalf of the Insurer. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 308702. Abraxas Insurance Administration Services Limited is registered in England and Wales with 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 120 days of the incident giving rise to **Your** claim and have **Your Certificate of Insurance** and vehicle registration number to hand.

Online: <http://claims.mapfre.co.uk>

By email: [gapclaims@mapfre.co.uk](mailto:gapclaims@mapfre.co.uk)

By telephone: 0330 400 1516

If **You** contact **Us** by email or telephone **We** will register the details of **Your** claim and send a declaration to **You**. **You** will need to sign this and provide the following information/documentation at **Your** expense:

- a) **Your Motor Insurance Policy** certificate and schedule
- b) the **Motor Insurance Settlement** letter and proof that payment has been made
- c) a copy of the **Contract Hire/Lease Agreement** and the **Contract Hire/Lease Net Balance** from the **Contract Hire/Lease Company**

**You** will need to return the completed declaration and supporting documentation to **Us**:

By email: [gapclaims@mapfre.co.uk](mailto:gapclaims@mapfre.co.uk)

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

## CLAIMS CONDITIONS.

1. **You** must contact **Us** prior to accepting any **Motor Insurance Settlement** and **You** must be able to demonstrate that **You** have used **Your** best endeavours to obtain the maximum settlement under **Your Motor Insurance Policy** or the **Third Party's Motor Insurance**
2. If **You** do not contact **Us** prior to accepting any **Motor Insurance Settlement** **We** reserve the right to settle **Your** claim using the **Market Value** of the **Insured Vehicle**
3. Where the **Motor Insurance Settlement** is less than the **Market Value** of the **Insured Vehicle**, **You** agree to provide authority to **Us** to contact **Your Motor Insurance Policy** provider or the **Third Party's Motor Insurance** provider to negotiate an increase to the **Motor Insurance Settlement** on **Your** behalf
4. If **You** are entitled to a replacement ('new for old') vehicle under **Your Motor Insurance Policy**, or if the **Insured Vehicle** can be replaced by the manufacturer and this option is not chosen, **We** will settle **Your** claim based on the value of the brand new replacement vehicle offered. This may result in no settlement being paid under this policy
5. If **You** retain the **Insured Vehicle** after any **Motor Insurance Settlement** is paid, **We** reserve the right to reduce the settlement under this policy by the value of the vehicle retained by **You**
6. If the **Total Loss** occurs as a result of malicious damage, or if the **Insured Vehicle** is taken without **Your** authorisation, **You** must first report the incident to the Police and obtain a crime reference number



## DEFINITIONS.

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

<b>Advance Rentals/ Lease Deposit</b>	The non-refundable payment made to the <b>Contract Hire/Lease Company</b> prior to <b>You</b> taking delivery of the <b>Insured Vehicle</b> . This amount must be detailed in the <b>Contract Hire/Lease Agreement</b>
<b>Certificate of Insurance</b>	The certificate issued alongside this policy that lists the name of the insured person or company, the vehicle covered and the limits applicable to this insurance
<b>Contract Hire/ Lease Agreement</b>	The initial agreement between <b>You</b> and the <b>Contract Hire/Lease Company</b> arranged by the <b>Supplying Retailer</b> for the hire/lease of the <b>Insured Vehicle</b>
<b>Contract Hire/ Lease Company</b>	A United Kingdom lender with whom <b>You</b> have agreed a <b>Contract Hire/Lease Agreement</b> for the hire/lease of the <b>Insured Vehicle</b> through the <b>Supplying Retailer</b>
<b>Contract Hire/ Lease Net Balance</b>	The net balance payable by <b>You</b> to the <b>Contract Hire/Lease Company</b> at the date of <b>Total Loss</b> , less anything noted under What Is Not Covered Under This Insurance No. 7 on page 13 of this policy
<b>Glass's Guide</b>	A motor industry vehicle pricing guide
<b>Insured Vehicle</b>	The vehicle shown on <b>Your Certificate of Insurance</b>
<b>Market Value</b>	The value of the <b>Insured Vehicle</b> at the date of <b>Total Loss</b> by reference to <b>Glass's Guide</b> retail transacted value. Please note that if modifications have been made, or additional manufacturer fitted accessories included at the time of purchase, <b>We</b> may request an assessor's report to establish the value of the <b>Insured Vehicle</b>

## DEFINITIONS (CONT).

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<b>Motor Insurance Settlement</b>	<p>The value of the <b>Insured Vehicle</b> at the date of <b>Total Loss</b> as assessed by <b>Your Motor Insurance Policy</b> provider or the <b>Third Party's Motor Insurance</b> provider, excluding:</p> <ul style="list-style-type: none"><li>a) any deductions for damage not associated with the <b>Total Loss</b> claim</li><li>b) any deductions made where <b>You</b> fail to maintain the <b>Insured Vehicle</b> or keep it in a roadworthy condition</li><li>c) any salvage amount if <b>You</b> retain the <b>Insured Vehicle</b></li><li>d) any more than the limit specified on <b>Your Certificate of Insurance</b> for motor insurance excess, or;</li><li>e) any outstanding premium owed to <b>Your Motor Insurance Policy</b> provider</li></ul>
<b>Period of Cover</b>	<p>The period commencing from the <b>Start Date</b> until the earliest of the following:</p> <ul style="list-style-type: none"><li>a) the end of the <b>Period of Cover</b> shown on <b>Your Certificate of Insurance</b></li><li>b) the date on which a valid claim is registered by <b>Us</b> under this policy</li><li>c) the date this policy is cancelled</li><li>d) the date the <b>Insured Vehicle</b> is returned to the <b>Contract Hire/Lease Company</b>, or repossessed</li><li>e) the date the <b>Contract Hire/Lease Agreement</b> is transferred to another party who is not an immediate family member (i.e., parent; spouse; civil partner; son or daughter)</li><li>f) the scheduled expiry date of <b>Your Contract Hire/Lease Agreement</b> term, or;</li><li>g) the date on which <b>You</b> have paid all sums due under the <b>Contract Hire/Lease Agreement</b></li></ul>
<b>Premium</b>	<p>The amount payable by <b>You</b> (including any taxes, commissions or charges) for cover under this policy</p>
<b>Start Date</b>	<p>The date <b>Your</b> insurance policy commences as shown on <b>Your Certificate of Insurance</b></p>
<b>Supplying Retailer</b>	<p>The motor retailer that supplied the <b>Insured Vehicle</b> and sold <b>You</b> this policy</p>

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<b>Territorial Limits</b>	The United Kingdom including Northern Ireland, the Isle of Man and the Channel Islands; any member countries of the European Economic Area, and Switzerland
<b>Third Party's Motor Insurance</b>	Where a third party is liable for the <b>Total Loss</b> of the <b>Insured Vehicle</b> , the motor insurance provider of the third party
<b>Total Loss</b>	Where the <b>Insured Vehicle</b> is the subject of accidental or malicious damage, fire or theft to the extent that a claim is paid as full and final settlement under <b>Your Motor Insurance Policy</b> or a <b>Third Party's Motor Insurance</b> policy, and the <b>Insured Vehicle</b> is recorded as salvage category A, B, N or S by the DVLA
<b>We, Us or Our</b>	Abraxas Insurance Administration Services Limited
<b>You/Your</b>	The individual or corporate body named as the policyholder on both the <b>Certificate of Insurance</b> and <b>Your Motor Insurance Policy</b> . This policy will also provide cover for any person who is permitted to drive the <b>Insured Vehicle</b> provided they hold comprehensive cover under <b>Your Motor Insurance Policy</b>

## WHAT IS COVERED UNDER THIS INSURANCE.

### 1. Contract Hire/Lease Shortfall

Subject to the terms and conditions of this policy wording, if the **Insured Vehicle** is declared a **Total Loss**, this policy will cover the difference between the **Motor Insurance Settlement** and the **Contract Hire/Lease Net Balance** at the date of **Total Loss**.

The maximum amount that **We** will pay under this policy is specified on **Your Certificate of Insurance**.

### 2. Advance Rentals/Lease Deposit

If **We** authorise **Your** claim (regardless of whether any settlement can be made), **We** will pay up to the limit specified on **Your Certificate of Insurance** towards the cost of the **Advance Rentals/Lease Deposit** detailed in the **Contract Hire/Lease Agreement**.

**We** will only pay **Advance Rentals/Lease Deposit** not covered by any other insurance.

### 3. Motor Insurance Excess Contribution

If **You** incur a **Motor Insurance Policy** excess as part of **Your Motor Insurance Settlement** and **We** authorise **Your** claim (regardless of whether any settlement can be made), **We** will also pay up to the limit specified on **Your Certificate of Insurance** toward the cost of **Your Motor Insurance Policy** excess.

This amount is in addition to the maximum amount payable under this policy.

Please note that no motor insurance excess contribution will be made where **You** are eligible for a replacement vehicle under the terms of **Your Motor Insurance Policy**.

Any settlement due under 1.) will be paid to the **Contract Hire/Lease Company**, and any settlement due under 2.) or 3.) will be paid to **You**. If there is any amount still owing on the **Contract Hire/Lease Agreement** after **Your** claim has been settled, it is **Your** responsibility to ensure that settlement of this amount is made.

## WHAT IS NOT COVERED UNDER THIS INSURANCE.

1. Any claim where the **Insured Vehicle** is not declared a **Total Loss**, or where no **Motor Insurance Settlement** is paid to the **Contract Hire/Lease Company**
2. Any claim where the **Insured Vehicle** is stolen or driven without **Your** consent by any person who has access to a removable vehicle ignition device (e.g. key or fob), including but not limited to family members, spouse and partner, unless access was gained through forced and violent means
3. Any claim where the **Insured Vehicle** is left unattended unless all security devices/immobilisers present on the **Insured Vehicle** have been activated and the vehicle is locked, or any claim where a key or key fob device is left unsecured, or in, or on, the **Insured Vehicle**
4. Any **Total Loss** that occurs while the **Insured Vehicle** is in the control of anyone not permitted to drive the **Insured Vehicle**, unless the **Total Loss** occurs as a result of fire or theft
5. VAT if **You** are VAT registered
6. Any claim if the driver of the **Insured Vehicle** is intoxicated by alcohol, under the influence of non-prescribed drugs, or where they have been advised not to drive by a registered medical practitioner
7. Any Government grants; vehicle contents; cash back; missed payments; arrears (including but not limited to late payment charges; loss/damage excess, or wear and tear charges); any additional interest due under the terms of the **Contract Hire/Lease Agreement**; any secondary schedule(s) noted in the **Contract Hire/Lease Agreement**; electric vehicle batteries that are leased/hired from third parties separately from the **Contract Hire/Lease Agreement**; vehicle excise duty; paintwork and/or upholstery protection kits; new vehicle registration fees; cherished number plates; fuel; insurance premiums (including the **Premium**); warranty, roadside assistance, servicing and maintenance plans or charges
8. Loss of use of the **Insured Vehicle** or any other losses that are caused by the event which led to **Your** claim and that fall outside the scope of cover of this policy. This includes but is not limited to travel expenses or loss of earnings
9. Any **Total Loss** that occurs as a result of the **Insured Vehicle** being modified other than in accordance with the manufacturer's specification
10. Any claim where the **Insured Vehicle** can be repaired but **You** have asked for the motor insurance claim to be dealt with on a **Total Loss** basis
11. Any **Total Loss** caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed
12. 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

## WHAT IS NOT COVERED (CONT).

13. Any **Total Loss** 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
14. Any **Total Loss** that occurs before the **Start Date**, outside **Period of Cover**, or outside the **Territorial Limits**

## CONDITIONS.

1. If **You** do not adhere to the terms and conditions of this policy wording, it may delay settlement of **Your** claim
2. This policy will only provide cover for the initial **Contract Hire/Lease Agreement** taken out at the time **You** purchase this policy
3. If the **Insured Vehicle** is modified within the **Period Of Cover**, **We** will use the original **Contract Hire/Lease Agreement** to calculate any settlement
4. **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**
5. Once a valid claim has been registered by **Us**, no refund of **Premium** will be due
6. This policy is in addition to **Your** legal rights

## CHANGES IN YOUR CIRCUMSTANCES.

**You** must contact **Us** immediately, by email enquiries@mapfre.co.uk or by telephone 0330 400 1516 if any of the following changes in circumstances apply to **You**:

- **You** change the **Insured Vehicle**, return it to the **Contract Hire/Lease Company**, or transfer the **Contract Hire/Lease Agreement** to another party
- **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** to a cherished number plate
- **You** change **Your** address
- **You** change **Your** name (for example, due to marriage), or;
- The **Contract Hire/Lease Agreement** is cancelled, paid off, or reaches its scheduled expiry

## CHANGES IN YOUR CIRCUMSTANCES (CONT).

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 16 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.

In the event that the **Insured Vehicle** is declared a **Total Loss** by **Your Motor Insurance Policy** provider or a **Third Party's Motor Insurance** and **You** are provided with a replacement vehicle as part of a **Motor Insurance Settlement**, under a manufacturer's or retailer's warranty, or due to satisfactory quality issues, **You** may transfer this policy to a replacement vehicle. If **You** have chosen to pay for this policy in instalments via an instalment agreement, all payments must be up to date.

**IMPORTANT:** The **Start Date** and the **Period of Cover** will remain the same. The original **Contract Hire/Lease Agreement** will be used to calculate any future claim.

### 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** take delivery of the replacement vehicle
- Provide a copy of the original **Contract Hire/Lease Agreement** for the **Insured Vehicle**, and;
- Provide a copy of the **Contract Hire/Lease Agreement** for the replacement vehicle, or a copy of the V5 document if not available/applicable

## **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: [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



## **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 email: [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)

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

The laws of England and the jurisdiction of the English courts will apply.

## 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** share information with BMW Financial Services (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**. **We** deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records. **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, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

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
- Object to processing of **Your** personal data

## DATA PROTECTION (CONT.).

- 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, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

## 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 **Our** Customer Care Manager who will investigate the matter:

By email: [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)

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