

Qover



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Terms of Business

Willis Limited – Qover SA/NV – BMW Financial Services Limited

Terms of Business

These terms of business ("**Terms of Business**") set out the basis on which Willis Limited ("**Broker**"), Qover SA/NV ("**Technology Provider and Insurance Intermediary**") and BMW Financial Services (GB) Limited ("**Sponsor**") (together, "**We/Us/Our**") offer insurance products ("**Policies**") to you in this site ("**Website**") as part of the Sponsor's insurance scheme ("**Scheme**"). By asking us to quote for any Policies, or to renew any Policies, you are providing your agreement to these Terms of Business.

You are advised to read these Terms of Business very carefully. If you have any questions in respect of these Terms of Business, you can contact us at our postal address or by phone or email using the details provided below. When using this Website to buy any Policies you are also advised to read the Terms of Use, the Privacy Notice and the Cookies Notice, all separately available in this Website.

We reserve the right to alter these Terms of Business from time to time. If we do so we will update these Terms of Business on the Website and will notify you if these Terms of Business are varied during the period of any Policy that you have purchased using this Website. The continued use of this Website, the renewal of any Policy and, if permitted by law, the absence of any objection by you to any given variation of these Terms of Business, will constitute an acceptance of such variation.

1. Who are we and how are we regulated?

- The Broker, Willis Limited, is a company registered in England and Wales with registration number 181116 and registered address at 51 Lime Street, London, EC3M 7DQ, United Kingdom.

The Broker is an insurance intermediary authorised and regulated in the United Kingdom by the Financial Conduct Authority ("FCA") with registration number 310186. The Broker is the Scheme principal and is responsible for the design, oversight and operation of the Scheme, including the selection of the insurers

participating in the Scheme and underwriting the Policies and the oversight, along with insurers, of the Policies distributed.

- The Technology Provider, Qover SA/NV, is a company registered in Belgium with registration number 0650.939.878 and registered address at Rue du Commerce 31 – 1000 Brussels, authorised and regulated as an insurance intermediary by the Belgian Financial Services and Markets Authority (“FSMA”) and by the FCA via its UK branch with registration number 988985.

The Technology Provider and Insurance Intermediary operates the Website and, more generally, the technology platform supporting the distribution of Policies. The Technology Provider and Insurance Intermediary is also in charge of customer services for the Scheme as well as the distribution of customer monies to the different parties forming part of the Scheme.

- The Sponsor, BMW Financial Services (GB) Limited, is a company registered in England and Wales with registration number 01288537 and registered address at Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB, United Kingdom. The Sponsor is authorised and regulated in the United Kingdom to carry out insurance intermediation activities by the FCA with registration number 312578.

The Sponsor is responsible for promoting and advertising the Scheme to potential customers under its brand and introducing them to the Broker and the Technology Provider, as applicable.

2. What do we do for you?

We provide you with information about the Policies, collect the information necessary to provide you with quotations for those Policies, and present those quotations to you. If you choose to proceed, we will arrange the contract of insurance on your behalf and issue your Policy documentation. After the sale, we will provide ongoing administration in respect of the Policy, including handling mid-term changes and cancellations. We will provide you with information explaining how to claim under the Policies depending on the specific products that you purchase.

The Policies distributed through the Scheme are underwritten by one insurer selected by the Broker. The Broker is not contractually obliged to use any particular insurer but does not provide a fair and personal analysis of the market. The identity of the insurer underwriting your specific Policy will be set out in the documentation sent to you if you

purchase a Policy. You have the right to request, free of charge, a list of the insurers that the Broker deals with in respect of the Scheme. Any Policy that you purchase will be a contract between you and the insurer underwriting that Policy and that contract will be distinct from these Terms of Business.

Please note that we do not provide you with any advice or recommendation in respect of the Policies. We give you information about the Policies so that you can make a decision as to whether you want to purchase a Policy or not. Nothing on the Website or these Terms of Business should be understood as an advice on the suitability of the Policies to your personal circumstances.

We or the insurer might use third parties to handle or administer certain aspects of the Policies, such as payment processors to handle payments or a specialist claims handling provider to manage claims. If you require further information about these third parties, you can contact us to request that information.

3. What are your obligations?

If you apply for a quote to purchase a Policy, you will be asked certain questions so that your premium can be calculated. You are obliged to provide accurate information when you are applying for a quote. You are also obliged to inform of any change of circumstances during the term of the Policy. If you fail to disclose correct and complete information you might be charged a higher premium, any claims you might have under the Policy might not be paid or your Policy might be void or voidable.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Subject to the foregoing, we shall not be liable to you or to any other party for any loss, injury, claim, liability or damage of any kind connected in any way with the purchase of a Policy. We shall, in particular, not be liable to you or to any other party for any special, direct, indirect, incidental or consequential damages of any kind whatsoever (including, without limitation, lawyers' fees) in any way due to, resulting from or arising in connection with the quotation or sale of a Policy.

If an exclusion of liability such as the one in the paragraph above should be unlawful, then we limit any potential liability in connection with this Terms of Business to £1,000,000.

4. How do we earn money?

When you purchase a policy, a commission is included within the total price you pay. This commission is added to the insurer's base premium and is how WTW are paid for arranging your cover. We might also receive commission from finance providers if we have made any introductions. We might charge administration fees in addition to the premium amount charged by the insurer; if we do, we will let you know. Other parties involved in the Scheme, such as claims handlers, might be paid for their services. We are happy, upon request, to provide details of our earnings in respect of any Policy that you purchase.

5. What do I need to know about the Policies?

You will find information about the Policies on the Website so that you can make your own decision as to whether they might be suitable to your needs or not. If you think that a Policy might be suitable to you, you can request a quotation to purchase the Policy. The premium for your Policy, and any other applicable charges will be set out in your quotation and Policy schedule. Payment options are described at the point of sale.

If you decide to purchase a Policy, you will be sent a copy of the Policy and all accompanying documentation, which will be your contract with the insurers. You are advised to read the Policy carefully to understand what cover it provides and how any claims will be handled. Information regarding the notification and handling of claims will be provided to you once you purchase any Policy.

Excepting certain circumstances and certain charges or commissions, once you receive your Policy documents you will have 14 days ("Cooling Off Period") to cancel your Policy and get a refund of the premium. Should you require further information regarding your cooling off rights, please do contact us and we will be happy to provide you with such information. For any other cancellation rights on your part, you will need to read the Policy. Please note that any refund resulting from your cancellation of the Policy might be reduced by any commission or charge that has been paid to us or to any other party from the premium monies.

There might be different circumstances where the insurers or us might be able to cancel your Policy. This might be the case if, for any reason, your payment is not duly received by us or by the insurer. This might also be the case if the information that you have provided, or not provided, when applying for a quote, or during the term of the Policy, is not accurate. We or the insurer might also be able to cancel the Policy where the results of any of the credit checks or other regulatory checks that we carry out, as explained in

these Terms of Business, are not acceptable to us or to the insurer. Other reasons for cancellation will be contained in the Policy.

6. What do I do if I have a complaint?

We strive to provide exceptional customer service, however, if there is anything that you are not satisfied about, you can contact us using the following details:

Email: mediation@qover.com

Phone Number:

- BMW: +44 333 041 5362
- MINI: +44 333 006 9641

Address: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road – London N1 7UX.

We will address your complaint in accordance with our complaint handling procedures. You can request a copy of the complaint handling procedures free of charge. If we do not resolve the complaint to your satisfaction, you have the right, in certain circumstances, to refer your complaint to the Financial Ombudsman Service with address at Exchange Tower, Harbour Exchange Square, London, E14 9SR. More information on how to refer a complaint to the Financial Ombudsman, including their telephone number, can be found on www.financial-ombudsman.org.uk.

Please note that our business is covered by the Financial Services Compensation Scheme ("FSCS"). This means that if we are unable to meet our obligations because we go out of business you might be entitled to compensation with certain limitations. You can find information on how the FSCS protects your investments and their contact details on www.fscs.org.uk.

7. What happens if we have a conflict of interest in respect of your business?

In the rare occasions where we might have a conflict of interest in respect of the business transacted with regard to any Policy that you purchase, we will follow our conflicts of interest policies. Should you want to consult our conflicts of interest policies you can request a copy by contacting us on the details provided above.

8. How do we handle your data?

You can see how we handle your data, including your personal data, in the Privacy Notice and Cookies Notice which are separately available in this Website.

Please note that we might use your data to carry out credit checks and other checks that we might be regulatorily obliged to carry out. By accepting these Terms of Business, you consent to the use of your data to carry out those checks.

Please note that other third parties that help us or the insurer to distribute or administer the Policies or provide you or us with any services in connection with the Policies might also have access to your personal data and will have their own privacy policies.

9. How do we handle your premium?

When you pay your premium, the Technology Provider and Insurance Intermediary receives it on behalf of, and as agent of, the relevant insurer. This means your premium is treated as having been received by the insurer from the moment we collect it. Your cover is therefore not affected if the Technology Provider and Insurance Intermediary were unable to pass your premium on to the insurer.

Any refund of premium due to you will only be treated as received by you once it has actually been paid to you.

10. What law governs these Terms of Business and what courts have jurisdiction to hear any disputes in connection with these Terms of Business?

These Terms of Business are governed by the law of England and Wales. You and we agree that the courts of England and Wales will have exclusive jurisdiction over any dispute arising from or in connection with these Terms of Business. If you live in Scotland or Northern Ireland, you may also bring proceedings in your local courts.