



MINI SHORTFALL INSURANCE.
TERMS & CONDITIONS.



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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 e-mail: gapclaims@mapfre.co.uk

By telephone: 0330 400 1516

In writing: 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

If You Are Calling From Abroad

By telephone: +44 330 400 1516

Customer Services

By e-mail: 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 Shortfall Insurance has been designed to cover the 'gap' between the **Motor Insurance Settlement** and either the amount **You** paid for the **Insured Vehicle**, or the **Finance Early Settlement Balance** payable by **You** to the **Finance Company** 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 from the date You take delivery of the Insured Vehicle

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, or in the case of a corporate body, must be registered in the United Kingdom
- **You** must be the registered keeper and/or owner of the **Insured Vehicle**, or the **Insured Vehicle** must be financed by **You**
- **You** or any person permitted to drive the **Insured Vehicle** must 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, and;
- **You** must have paid the **Premium**

The Insured Vehicle must:

- Be covered by **Your Motor Insurance Policy** throughout the **Period of Cover**
- Be purchased from the **Supplying Dealer**
- Be listed in **Glass's Guide**, and;
- Be registered and used principally within the United Kingdom

The Insured Vehicle must not:

- Have been purchased via a private sale, or;
- Have been previously written off

This policy will not provide cover for:

- Any vehicle with a gross vehicle weight of more than 3,500kg
- Any vehicle named on a contract hire or lease agreement
- 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, or for the carriage of passengers, including but not limited to taxi services and private hire. For the purposes of this insurance policy, driving school vehicles or vehicles used for driving instruction purposes are covered, provided the **Insured Vehicle** complies with this policy's Eligibility criteria throughout the **Period of Cover**
- Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pacemaking, or reliability trials

ELIGIBILITY (CONT).

- Motorcycles; quad bikes; scooters; tricycles; sidecars; kit cars; invalid carriages; buses; coaches; stretched limousines; touring caravans; or any vehicle with a non-manufacturer fitted LPG conversion
- Any vehicle that has been modified other than in accordance with the manufacturer's specifications, or;
- Any grey or parallel import, or any vehicle built for use outside of the United Kingdom unless manufactured as right hand drive and purchased from an authorised United Kingdom distributor

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. Details about the extent of regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from the Insurer 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 who acts on behalf of the Insurer. The Administrator will be referred to throughout this policy as **We**, **Us** or **Our**. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority. Abraxas Insurance Administration Services Limited is registered in England and Wales under 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 e-mail: gapclaims@mapfre.co.uk

By telephone: 0330 400 1516

We will register the details of **Your** claim and confirm the pre-accident value of the **Insured Vehicle**. We will then send a claims 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
- c) The original purchase invoice for the **Insured Vehicle**
- d) A copy of the **Finance Agreement** and the **Finance Early Settlement Balance** from the **Finance Company** if applicable

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

By e-mail: 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. 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
3. 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 **You** do not choose that benefit, **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
4. In the event **Your Motor Insurance Policy** provider offers **You** with a replacement vehicle, **We** will require them to confirm in writing that a replacement vehicle has been accepted and any applicable excess paid
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, **You** must first report the incident to the Police and **You** must obtain a crime reference number

DEFINITIONS.

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

| | |
|---|--|
| Certificate of Insurance | The certificate issued alongside this policy that sets out the name of the insured person or company, the vehicle covered and the limits applicable to this insurance |
| Finance Agreement | The initial agreement between You and the Finance Company arranged by the Supplying Dealer for the purchase of the Insured Vehicle |
| Finance Company | A United Kingdom lender with whom You have agreed a loan or credit agreement for the purchase of the Insured Vehicle through the Supplying Dealer |
| Finance Early Settlement Balance | The net balance payable by You to the Finance Company at the date of Total Loss , less anything noted under What Is Not Covered Under This Insurance No. 7 on page 13 of this policy |
| Glass's Guide | A motor industry vehicle pricing guidebook |
| Insured Vehicle | The vehicle shown on Your Certificate of Insurance |
| Market Value | The value of the Insured Vehicle at the date of Total Loss by reference to Glass's Guide retail transacted value. Please note that if modifications have been made, or additional manufacturer fitted accessories included at the time of purchase, We may request an assessor's report to establish the value of the Insured Vehicle |
| Motor Insurance Policy | A comprehensive policy of motor insurance issued by an insurer authorised to sell insurance in the United Kingdom, which is maintained in Your name, lists any person permitted to drive the Insured Vehicle and is valid throughout the Period of Cover |

DEFINITIONS (CONT).

| | |
|-----------------------------------|--|
| Motor Insurance Settlement | The value of the Insured Vehicle at the date of Total Loss as assessed by Your Motor Insurance Policy provider or the Third Party's Motor Insurance provider, excluding: any deductions for damage not associated with the Total Loss claim; any deductions made where You fail to maintain the Insured Vehicle or keep it in a roadworthy condition; any salvage amount if You retain the Insured Vehicle ; any more than the limit specified on Your Certificate of Insurance for motor insurance excess, or any outstanding premium owed to Your Motor Insurance Policy provider |
| Net Invoice Price | The amount You paid for the Insured Vehicle not including anything noted under What Is Not Covered Under This Insurance No. 7 on page 13 of this policy |
| Period of Cover | The period from the Start Date until the earliest of the following: a) The end date specified on Your Certificate of Insurance , unless Your Certificate of Insurance states that additional finance cover is included in Your cover and there is still an outstanding Finance Early Settlement Balance due. If this is the case; the date that is either 60 months from the Start Date , or the date on which there is no longer any Finance Early Settlement Balance due, whichever is soonest b) The date on which a valid claim is registered by Us under this policy c) The date this policy is cancelled, or; d) The date the Insured Vehicle is sold, transferred to another party, or repossessed |
| Premium | The amount payable by You (including any taxes, commissions or charges) for cover under this policy |
| Start Date | The date Your insurance policy commences as shown on Your Certificate of Insurance |
| Supplying Dealer | The motor dealer that supplied the Insured Vehicle and sold You this policy |
| Territorial Limits | The United Kingdom, the Isle of Man and the Channel Islands; any member countries of the European Economic Area, and Switzerland |

| | |
|--------------------------------------|---|
| Third Party's Motor Insurance | Where a third party is liable for the Total Loss of the Insured Vehicle , the motor insurance provider of the third party |
| Total Loss | Where the Insured Vehicle 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 Your Motor Insurance Policy or a Third Party's Motor Insurance , and the Insured Vehicle is recorded as salvage category A, B, N or S |
| You/Your | The individual or corporate body named as the policyholder on both the Certificate of Insurance and Your Motor Insurance Policy . This policy will also provide cover for any person who is permitted to drive the Insured Vehicle provided they hold comprehensive cover under Your Motor Insurance Policy |

WHAT IS COVERED UNDER THIS INSURANCE.

1. Shortfall

Subject to the terms & conditions, if the **Insured Vehicle** is declared a **Total Loss**, this policy will cover the difference between the **Motor Insurance Settlement** and the greater of:

- a) The **Net Invoice Price** of the Insured Vehicle, or;
- b) The **Finance Early Settlement Balance** payable to the **Finance Company** at the date of **Total Loss**

If **Your Certificate of Insurance** states that additional finance cover has been included in **Your** policy and there is still an outstanding **Finance Early Settlement Balance** due at the end of the **Period of Cover**, this policy will provide additional coverage for either up to 60 months from the **Start Date** or the date on which there is no longer any **Finance Early Settlement Balance** due, whichever is soonest. This cover is provided at no extra cost.

If the **Insured Vehicle** is declared a **Total Loss** during this period, this policy will cover the difference between the **Motor Insurance Settlement** and the **Finance Early Settlement Balance** payable to the **Finance Company** at the date of **Total Loss**.

2. Dealer Fitted Accessories

Any settlement amount will include all manufacturer-fitted and manufacturer-approved dealer-fitted accessories purchased for the **Insured Vehicle**, provided these are listed on the original purchase invoice for the **Insured Vehicle** and are present at the date of **Total Loss**.

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, **We** will also pay **You** 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**.

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

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

If the **Finance Agreement** is settled, extended or for any reason ceases to exist prior to the **Total Loss** of the **Insured Vehicle**, this policy will only provide cover under 1a), 2) and 3) above.

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 **You** or the **Finance 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 removable ignition 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 discount given by the **Supplying Dealer**; government grants; vehicle contents; cash back; missed payments, arrears, or any interest due under the terms of the **Finance Agreement**; administration/credit facility, option to purchase, or documentation fees; credit protection insurance; end of lease penalty charges (including but not limited to excess mileage; late payment charges; title discharge fees; loss/damage excess, or wear and tear charges); electric vehicle batteries that are leased/hired from a third party; 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; any secondary schedule(s) noted in the **Finance Agreement**, or any outstanding debt transferred from a previous vehicle or financial arrangement (otherwise known as negative equity)
8. 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
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. Damage 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 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. This policy will only provide cover for the initial **Finance Agreement** taken out at the time **You** purchase this policy
3. This policy is in addition to **Your** legal rights

CHANGES IN YOUR CIRCUMSTANCES.

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

- **You** change or transfer ownership of 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** to a cherished number plate
- **You** change **Your** address
- **You** change **Your** name (for example, due to marriage), or;
- The **Finance Agreement** is cancelled, paid off or reaches its scheduled expiry

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 dealer'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. Irrespective of the invoice price of the replacement vehicle, the original **Net Invoice Price** will be used to calculate any future claim. If this is unavailable, **Glass's Guide** retail value (calculated from the date the **Insured Vehicle** was purchased) will be used instead.

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 purchase invoice for the **Insured Vehicle**, and;
- Provide a copy of the purchase invoice for the replacement vehicle, or a copy of the V5 document if not available/applicable

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.

Please note, the standard duration of this policy is specified on **Your Certificate of Insurance**, unless the **Insured Vehicle** is subject to an outstanding **Finance Agreement** and **Your Certificate of Insurance** states that additional finance cover is included in **Your** cover, in which case additional cover may be provided up to a maximum of 60 months. As the period of additional cover is provided at no additional charge, **You** will not be entitled to any refund for the cover provided to **You** during this period.

To cancel this policy, please contact Us on any of the below:

By e-mail: cancel@mapfre.co.uk

By telephone: 0330 400 1516

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

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.

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 e-mail: enquiries@fscs.org.uk

By telephone: 0800 678 1100 or 020 7741 4100

For more information please visit www.fscs.org.uk

DATA PROTECTION.

Some or all of the information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records and shared between **Us**, the Insurer and BMW Financial Services (GB) Limited trading as MINI Financial Services. It may be used for underwriting, claims or marketing purposes. **Your** information may be transferred outside of the European Economic Area. This will only happen when it is necessary for the conclusion, or performance of a contract that is entered into at **Your** request or in **Your** interests, or for administrative or marketing purposes where **You** have given consent. **Your** information will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

We may use **Your** personal details to deal with **Your** policy and support the development of the business, but will not keep them for longer than necessary.

Under the terms of the Data Protection Act, **You** are entitled to a copy of any information held by **Us**. If **You** wish to make a Subject Access Request (for a copy of information held), **We** will charge a £10.00 administration fee for this service. Please contact **Us** if **You** require copies of information held.

Under the Data Protection Act, the MAPFRE group can only discuss **Your** details with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. **Your** information will at all times be held securely and handled with the utmost care in accordance with all applicable law.

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 England and the jurisdiction of the English 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 dealership 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 e-mail: 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

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

