

Drive Smart Insurance Misfuelling Policy Wording

WHO IS YOUR INSURER?

This policy has been arranged by Drive Smart Insurance, a trading name of Sabre Insurance, who are authorised and regulated by the Financial Conduct Authority. The policy is and is underwritten by Inter Partner Assistance SA UK Branch ('IPA') which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. IPA's register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register.

CERTIFICATION OF COVER

This policy document combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

IMPORTANT

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a motor insurance policy with Drive Smart Insurance. If **your** Drive Smart Insurance motor insurance policy is cancelled for any reason this policy will also be cancelled.

WHO ADMINISTERS YOUR POLICY?

AXA Assistance (UK) Limited operates the 24-hour misfuelling helpline.

LANGUAGE

- **You** will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'Definitions' section at the end of this document.
- Please contact **us** on 0330 024 4692 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets your requirements. If it does not, please contact Drive Smart Insurance who arranged this insurance for you.

WHAT DOES THE POLICY COVER AND WHAT WILL IT PAY OUT?

Events

During the **period of insurance** and within the **territorial limits** the policy will cover **you** in the event of **misfuelling** the **insured vehicle**.

Benefits

Following the above event this policy will pay up to a maximum of £250 per claim (including VAT) for the following:

- Draining and flushing the fuel tank on site using a specialist roadside vehicle; or
- Recovery of the **insured vehicle**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank; and
- Replenishing the fuel tank with 10 litres of the correct fuel.

Please note cover is subject to a maximum of 3 claims in any one **period of insurance**.

WHAT IS NOT COVERED?

The policy will not pay out for the following:

- Claims within the first 24 hours of taking out this policy;
 - Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
 - Mechanical or component damage to the **insured vehicle** whether or not caused as a result of **misfuelling**;
 - Any costs incurred where you have not contacted the claims helpline. You must not try to contact any agent or repairer direct;
 - Losses of any kind that come from the **misfuelling** (for example, a loss of earnings, the cost of food and drink, costs incurred due to delay in refuelling);
 - Any claims arising from:
 - any person driving the **insured vehicle**, if **you** know they do not have a valid licence to drive in the **territorial limits**; or
 - any person driving the **insured vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence;
 - Any claim resulting in any way from:
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
 - ionising radiation or contamination by radioactivity from any nuclear fuel or weapons, or from any nuclear waste from the combustion of nuclear fuel;
2. If doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

CONDITIONS AND LIMITATIONS

The following conditions apply to **your** policy:

- **Consumer Insurance (Disclosure and Representations) Act 2012**
This requires **you** to be truthful and take care to give accurate and complete answers to any questions asked when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid AND **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

- **Transferring your interest in the policy**
You cannot transfer **your** interest in the policy to anyone else.

HOW TO MAKE A CLAIM

If **you** want to make a claim on the policy please follow the instructions below:

- Read this policy document to check that the cause of the claim is covered;
- Contact the claims helpline on 0330 123 2094 as soon as possible;
- Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to +44 (0)7624 808 266. **You** may have to pay a charge if **you** use a mobile phone to call this number.

You should provide us with the following information:

- The **insured vehicle's** registration number;
- **Your** name, home postcode and contact details;
- **Your** policy number;
- The make, model and colour of the **insured vehicle**;
- The location of the **insured vehicle**;
- An SOS box number (if this applies).

IMPORTANT NOTE

You will only be able to claim the services we provide by contacting the emergency helpline number.

We will take **your** details and ask **you** to stay by the phone. Once **we** have made all the arrangements, **we** will call **you** to advise who will be coming out to **you** and how long they are expected to take.

Safety

Please take reasonable care at all times but stay near the **insured vehicle** until **our** specialist roadside vehicle arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted **us** or give them our phone number to call **us** for **you**.

CLAIMS CONDITIONS

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy.
- **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
- If the **vehicle** needs to be taken to a garage the **insured vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
- **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
- **We** will decide whether or not to move any animal from the **insured vehicle**, and if **we** agree to do this it will be completely at **your** own risk and cost.
- **We** are not responsible for any delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside **our** reasonable control, such as severe weather conditions.
- **We** have the right, at **our** expense and in **your** name to:
 - Take over the defence or settlement of any claim;
 - Start legal action to get compensation from anyone else; and/or
 - Start legal action to get back from anyone else any payments that have already been made.

CANCELLING YOUR POLICY

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting Drive Smart Insurance Customer Services on 0330 024 4692 or by emailing Customer.services@drivesmartinsurance.co.uk.

- If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.
- **After the first 14 days** no refund of premium will be payable.

Insurer's right to cancel

- This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**. Provided the premium has been paid in full **you** will be entitled to a proportionate refund of premium in respect of the unexpired **period of insurance**.
- **We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):
 - Fraud;
 - Non-payment of premium; and/or
 - Threatening and abusive behaviour against **our** staff.

Where **we** have cancelled **your** policy under these circumstances, no refund of premium will be made.

CUSTOMER SERVICE & COMPLAINTS

This complaints procedure does not affect **your** legal rights.

- **Questions or complaints about the sale of your policy**
If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Drive Smart Insurance customer services on 0330 024 4692 or by emailing Customer.services@drivesmartinsurance.co.uk.
- **Questions or complaints about your policy or the handling of your claim**
The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **us** at:

Quality Manager,
Inter Partner Assistance SA,
The Quadrangle,
106-118 Station Road,
Redhill,
Surrey,
RH1 1PR

Tel: 0330 123 2094
Email: Quality.assurance@axa-assistance.co.uk

- If **you** remain dissatisfied after **we** have considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone Number: 0800 0234 567 from a landline or 0300 1239 123 from a mobile.

E-mail: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform http://ec.europa.eu/consumers/odr/index_en.htm, which has been set up by the EU Commission.

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

LEGAL AND REGULATORY INFORMATION

- **Premiums and claims – your rights**

Please note that once **you** have paid **your** premium to Drive Smart Insurance **we** treat it as having been received by **us**.

- **The law & legal proceedings applicable to this insurance**

Unless **you** and **we** agree otherwise, the law which applies to this policy is the law which applies to the part of the **United Kingdom** in which **you** live. Any legal proceedings between **you** and **us** in connection with this policy will, therefore, only take place in the courts of the part of the **United Kingdom** in which **you** live.

- **Data Protection**

Please read the paragraphs below, which define how **we** use information about **you** for the purpose of providing **you** with insurance services and additional products and services.

We appreciate the importance of the protection, confidentiality and security of **your** information.

Personal Information

By purchasing **our** products and services, **you** agree that **we** may:

- a) disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the **United Kingdom** and the European Union. This includes processing your information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Inter Partner Assistance SA, please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

We monitor and record phone calls to help maintain our quality standards and for security purposes.

- **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this contract.

Further information can be obtained by writing to The Financial Services Compensation Scheme, 10th Floor, Beufort House, 15 St Botolph Street, London EC3A 7QU or visit the Website: www.fscs.org.uk

DEFINITIONS

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Insured vehicle

The vehicle listed in and insured under the **motor insurance policy** which is:

- no longer than 5.1 metres;

- no heavier than 3,500 kilograms
- not higher than 1.95 metres;
- no wider than 2.1 metres.

The **vehicle** must be permanently registered within the **territorial limits** with valid road tax and, if appropriate, have a current MOT certificate.

Misfuelling

Accidental filling of the fuel tank with inappropriate fuel for the **insured vehicle**.

Motor insurance policy

The Drive Smart Insurance Motor Insurance Policy that has been issued to **you** for the **insured vehicle**.

Period of insurance

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

Policy schedule

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

Territorial limits

This policy only provides cover within the **United Kingdom**.

United Kingdom/UK

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our/insurer

Inter Partner Assistance SA UK branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

In the Data Protection Act section of this policy '**we**' also means Drive Smart Insurance.

You/your

The person whose name is shown on the **policy schedule** as the insured person or any person driving the **insured vehicle**.