

IMPORTANT: This **policy** contains terms that set out what is covered and what is not covered by **your** insurance. **You** should read this document carefully.

This **policy** has been arranged by Lexelle Limited and Barry Grainger Limited with UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Lexelle Limited, Barry Grainger Limited, UK General Insurance Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA register by visiting the FSA website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

This **policy** is designed to provide **you** and **your permitted drivers** with **assistance** if **you** or they **misfuel your vehicle**. It is not a motor insurance policy and does *not* provide insurance cover for **your vehicle** or its use.

YOUR RIGHT TO CHANGE YOUR MIND

You may cancel this **policy** by writing to c/o Lexelle Limited, P.O.Box 4428, Sheffield, S9 9DD within fourteen days of the day of the conclusion of the **start date** or the date **you** receive **your policy** if this is later. **We** will refund any premium paid unless **you** have made a successful claim in the meantime.

After that, **you** may stop this **policy** at any time by writing to c/o Lexelle Limited, P.O. Box 4428, Sheffield S9 9DD. No refund of premium will be made. See Section E for details.

IMPORTANT INFORMATION

Please note that:-

- most vehicle manufacturers recommend that certain parts including but not limited to fuel pumps, fuel filters, fuel pressure rail / pipes and all fuel injectors are replaced following **misfuelling**. This **policy** does not cover replacement of these parts, and **our assistance** service does not include replacement of these parts. See *Section A paragraph 2*.
- allowing **assistance** to be provided may affect **your** rights under any warranty and / or guarantee in relation to the **vehicle** of which **you** have the benefit. **You** should check what affect (if any) the provision of **assistance** may have on any such warranties or guarantees before **you** ask for **assistance**. By asking **us** to provide or procure the provision of **assistance**, **you** confirm that **you** understand this.
- Despite **assistance** being performed, damage to **your vehicle** may have already occurred, or may still occur as a

result of and / or in connection with the **misfuelling**. Engine damage connected with a **misfuelling** may only become evident at a later date. Neither **we** nor **our assistance contractors** will have any liability for any damage caused by and / or connected with a **misfuelling**, or by the continued use of the **vehicle** after the **misfuelling**. However, nothing in the above will affect **your** statutory rights. See *Section A paragraph 2*.

- If **you** are transporting or carrying an animal at the time of the **misfuelling**, please note that the policy generally does not cover the transport of animals, and it is **your** responsibility and/or **your** permitted driver to secure any animal being transported or to make alternative arrangements for its transportation (See section A 2 of the Policy).

To make a claim please call: 0845 002 0799

Telephone calls may be monitored to assist with staff training and for quality control purposes. Lines are open 365 days a year, 24 hours a day.

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SECTION B

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SECTION C

How to obtain assistance This section tells **you** what **you** must do if **you** need to get **assistance** provided by this **policy**.

SECTION D

When does your right to assistance end? This section tells **you** when **your** entitlement to **assistance** under the **policy** ends.

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Your right to cancel this policy. This section tells **you** how to cancel this **policy** if **you** change **your** mind or **you** no longer need it.

SECTION F

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SECTION G

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SECTION H

Meaning of words. This section tells **you** the special meaning given to words that are printed in bold in this **policy**.

SECTION A – YOUR ASSISTANCE BENEFIT

1. What we will cover

If **you** or a **permitted driver** have **misfuelled** the **vehicle**, **we** will arrange and pay for **our assistance contractor** to provide the following **assistance**:-

- to drain and remove the contaminated fuel, which will become the property of **our assistance contractor**; or
- if it is not reasonably possible to do this where the **vehicle** is at the time that **you** make **your** claim, to take **you** or **your permitted driver**, the **vehicle**, an attached trailer or caravan on tow at the time of the **misfuelling** and up to six passengers to a garage on **our** panel or that of **our assistance contractor** chosen by **us** able to undertake this; and
- to refuel the **vehicle** with up to £10 of fuel of the correct type

2. What we will not cover

We will not cover;

- the cost of any repair or damage to the **vehicle** caused by **misfuelling**.
- **misfuelling** which takes place outside the U.K.
- mechanical or other damage caused to the **vehicle** at the time of, or subsequent to the **misfuelling**, or the drain and flush of the **vehicle's** fuel system
- Any repairers or replacement parts required or recommended by the **vehicle's** manufacturer, warranty provider or by any repairer
- **misfuelling** outside the **period of cover**.
- any claim made within the first 48 hours following the inception of this policy.
- where **assistance** cannot be effected because it would be impracticable, unsafe or unlawful for **our assistance**

contractor to access the **vehicle** or provide **assistance**;

- where the **vehicle** cannot be transported safely and legally using a standard transporter;
- where the **vehicle** (including any caravan or trailer on tow at the time of the **misfuelling**) exceeds 3.5 tonnes gross weight or 7 feet six inches in width or 18 feet in length;
- claims not notified and authorised prior to expense being incurred;
- any damage to the **vehicle** or any trailer or its or their contents whilst being recovered or transported, and any liability or loss arising from any act performed in the execution of the **assistance** services provided;
- **assistance** if, in the opinion of **our assistance contractor**, the **vehicle** is illegal, dangerous, untaxed, uninsured, overloaded or not roadworthy;
- any ferry, toll or congestion charges incurred
- the transportation or arrangement of the transportation of any animal (except guide dogs or hearing dogs to be transported together with their owner, where transportation will be provided unless this is not possible for health and/or safety reasons).
- recovery of horses or livestock.
- more than 2 claims in any period of 12 months.
- any vehicle where it is an emergency vehicle, heavy goods vehicle or has been used in any competitive event.
- Any vehicle that normally uses Bio-diesel, ethanol, red diesel, autogas, Leaded fuel (4 Star) or non standard fuel
- any vehicle whose fuel supply has been modified. For example: a vehicle modified to use bio-diesel
- any vehicle that is not permitted to be used on the public highway
- any claim resulting from foreign matter entering the fuel system except for petrol or diesel.
- any claim where we are unable to validate your policy at the time of the claim, in this instance you must still utilise the services of our agent and pay the agreed fee, if following an investigation we are able to validate your policy we will refund the charge made in full within 14 days of the validation of your policy.

Neither **we** nor **our** employees, **assistance contractors**, **our** or their agents or subcontractors shall have any liability to **you** for loss of profit (whether direct or indirect), sales, business, goodwill or reputation, third party claims, pure economic loss, extra operating expenses or special, indirect or other loss which is not a direct consequence

of the **misfuelling**, howsoever caused, incurred in providing **assistance**.

3. Limits and conditions of cover

We have the right to refuse to provide **assistance** if **you** or **your permitted driver** or **your permitted driver's** passengers are being obstructive in allowing **us** to provide the most appropriate assistance; or are or have been abusive or threatening to **our** staff, **our assistance contractors** or their agents, **contractors** or operatives; or **you** or **your permitted driver** have falsely represented that **you** or they are entitled to **assistance** to which **you** or they are not entitled and / or **you** or they have assisted another in obtaining **assistance** to which they are not entitled.

SECTION B – YOUR PAYMENT.

Your payment is shown on the **policy schedule**. The amount shown includes Insurance Premium Tax at the current rate.

The payment is due on the **start date**. No **assistance** will be provided unless the payment has been made before the **misfuelling** occurred.

SECTION C – HOW TO OBTAIN ASSISTANCE

You or **your permitted driver** must tell **us** as soon as reasonably possible after the **misfuelling** occurs that **you** want to make a claim for **assistance**.

Please call us on:-
Tel :. 0845 002 0799 and quote LEX9599. Our lines are open 24 hours a day, 365 days a year.
Any correspondence relating to **your** claim should be sent to The Claims manager, Lexelle Limited, PO Box 4428, S9 9DD.

You must give **us** any information and proof that **we** may reasonably need. Where any expense is incurred in obtaining this information, it will be **your** responsibility to pay for this.

If a claim for **assistance** is made by **you** or **your permitted driver**, **you** confirm that **you** are the owner of the relevant **vehicle** or are authorised by the owner of the relevant **vehicle** to agree to the provision of **assistance**. If a claim is made by **your permitted driver**, **you** confirm that **we** may treat him or her as authorised by **you** to make a claim for

assistance and that **we** do not need to seek any further permission to provide **assistance**.

Lexelle Limited & UK General Insurance Ltd act as an insurers agent and in the matters of a claim act on behalf of the insurer.

SECTION D – WHEN DOES YOUR RIGHT TO ASSISTANCE END?

Your right to **assistance** will end on the earliest of:-

- (i) the **end date**; or
- (ii) the date **you** cancel this **policy** in accordance with Section E below; or
- (iii) the date on which **you** cease to be authorised to drive the **vehicle**; or
- (iv) **you** cease to be authorised by the owner of the **vehicle** to agree to the provision of **assistance**.
- (v) when 2 claims are made under the policy

SECTION E – YOUR RIGHT TO CANCEL THIS POLICY

You may cancel this **policy** by writing to Barry Grainger Limited, 20, Chapman Way, Tunbridge Wells, TN2 3EF, within 14 days of the day of the **start date** or the date **you** receive **your policy** documents if this is later. **We** will refund any payment made unless **you** have made a successful claim in the meantime.

If **you** no longer require this **policy** after that time, **you** should write to inform **us** c/o Barry Grainger Limited, 20, Chapman Way, Tunbridge Wells, TN2 3EF. No refund of premium will be made.

SECTION F GENERAL PROVISIONS

1. Fraudulent claims or misleading information

If any information provided to **us** by **you** or anyone acting on **your** behalf is inaccurate or if **you** do not disclose any information which might reasonably affect **our** decision to provide cover to **you**, **your** right to any benefit under this **policy** will end.

If any claim under this **policy** is fraudulent or is intended to mislead **us** or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this **policy**, **your** right to any benefit under this **policy** will end from the date the fraudulent device was introduced and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim.

2. Legal

This **policy**, any proposal and any other written statement made by **you** or on **your** behalf on which **we** have relied when accepting **you** for cover under this **policy**, and any written waiver or modification signed by an authorised official on **our** behalf constitutes the whole of the **policy** between **you** and **us**.

No provision or condition of this **policy** may be waived or modified except in writing, signed by an authorised official on **our** behalf.

English Law applies to this **policy** unless **you** have asked for another law and **we** have agreed to this in writing before the **start date**.

It is not possible for **you** to transfer **your** rights under this **policy**.

No person, persons, company or other party who or which is/are not covered under this **policy** shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this **policy**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

The Data Protection Act 1998 gives **you** the right to a copy of **your** personal data held by **us** upon payment of a fee.

In accordance with the Disability Discrimination Act 1995 **we** are able to provide upon request a text-phone facility, audio tapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

SECTION G – Customer Service Information.

How do you make an enquiry or complain?

For any enquiry or complaint **you** may have regarding the sale of this **policy**, in the first instance please contact the insurance broker that sold **you** the **policy**.

In the event that **your** enquiry or complaint is not dealt with to **your** satisfaction or for any complaint **you** may have relating to this **policy**, its administration or any claim under it, or for a written copy of **our** complaints handling procedure, please contact :-
Barry Grainger Ltd
20, Chapman Way,
Tunbridge Wells,
TN2 3EF
Tel: 0844 372 2239

Telephone calls may be monitored to assist with staff training and for quality control purposes.

Please be ready to provide all relevant details of **your policy** and in particular **your policy** number to help **your** enquiry be dealt with speedily.

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so by contacting the following:

The Customer Relations
Manager,
UK General
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ.

Tel: 0845 218 2685
Email:
customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman
Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR.

Tel: 0845 080 1800

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about your statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

SECTION H – Meaning of Words

In this policy, the words listed below have special meanings when they appear in **bold text**:

“**Assistance**” means the benefit more fully described in section A of the **policy**.

“**Assistance Contractor**” means the agent or contractor engaged by **us** to provide **assistance**.

“**End date**” means the date as shown on the **schedule**.

“**Misfuelled**” means putting petrol in the fuel tank of a diesel-engine vehicle, or diesel in the fuel tank of a petrol - propelled vehicle and “**misfuelling**” has a corresponding meaning.

“**Period of cover**” means the period from the **start date** to the **end date**;

“**Permitted driver**” means any person who **you** have permitted to drive the **vehicle** and who is insured to do so under a valid policy of motor insurance covering the **vehicle**.

“**Policy**” means this misfuel assist insurance policy

“**Schedule**” means the **policy schedule** that was provided for **you** when **you** purchased this **policy**.

“**Start date**” means the date as shown on the **schedule**;

“**UK**” means England, Scotland, Wales, and Northern Ireland.

“**Vehicle**” means the vehicle details of which are shown on the **Schedule**. It must be:-

a. a private car, dual control car, motor cycle, van or minibus and taxi; *and* under 3.5 tonnes; *and* no more than 7 foot 6 inches (2.3 metres) in width; and 18 foot in length

b. registered in the United Kingdom.

“**We, us, Ours**” means Lexelle Limited & UK General Insurance Limited

“**You, Yours**” means the individual so named on the **schedule**.

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