

Your Contract of Insurance – Misfuel Cover

This insurance is arranged by ALAIB Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

ALAIB Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

This document explains how the policy works and the benefits **you** enjoy as a policyholder, please ensure **you** have read this document and **you** fully understand the terms and conditions relating to **your** policy. If **you** have any questions or any of **your** details are incorrect, please contact the **administrator** on 01653 916304.

IMPORTANT

Please make a note of the policy number that is allocated to **you** on **your policy schedule** for **MOT test** Insurance and keep it with this document, as **you** will need this in the event of a claim.

Definitions

Where the following words appear in **Bold** and with a Capital Letter, they have the following meaning:

Administrator	ALAIB Limited, T/A ALA Insurance Brokers, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304.
Assistance	means the benefit more fully described in the 'What we will cover section'.
Claims Administrator	National Breakdown, The Old Clock House, Odsal Road, Bradford, West Yorkshire, BD6 1AQ.
Contractor	means the agent engaged by us to provide assistance at the roadside.
Insured, You, Your	A UK resident with an eligible vehicle who has paid the necessary premium under this policy.
Insurer, We, Us, Our	UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.
Misfuel, Misfuelling, Misfuelled	means the introduction of the wrong fuel into the vehicle's fuelling system due to human error, including Diesel BSEN 590, Unleaded BSEN 228 or Super Unleaded BS7800. We do NOT cover bio-diesel, Leaded fuel (4 Star), red diesel or ethanol.
Period of Insurance	The period specified on your policy schedule between the effective start date and expiry 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 Schedule	The document issued to you by the administrator when you take out this policy, it will contain details of the cover selected, personal details about you , the vehicle and confirmation of the effective start and expiry date of the policy.
Repair	means the work undertaken by the repairer to remove the incorrect fuel from the vehicle and to return the vehicle to working order.
Repair cost(s)	means the cost of repair materials and labour, required to complete a repair under the policy.
Repairer	means a workshop or garage appointed by the administrator to undertake repairs following the misfuelling of the vehicle .
Vehicle	One of the following: a motorcycle, car, estate car, light van or 4x4 sport utility vehicle and motorhome, used for domestic use only which does not exceed the following weight and dimensions (including any load you are carrying): 3.5 tonnes, more than 7 foot 6 inches (2.3 metres) in width and 18 foot (5.4metres) in length. Also included is any caravan or trailer being towed by the vehicle which does not individually exceed the above weight and size dimensions - including any load. Details must be provided to us and any change notified immediately to 01653 916306. If notification is not given, assistance will be refused.

Important Information

Please note that:

1. This policy will pay the costs associated with draining and cleaning of the fuel tank and the associated parts affected by an incident of misfuelling as specified by the repairer and agreed by the claims administrator. The maximum amount payable under this policy is £500 including VAT.
2. Your authorisation for 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.
3. You must not continue to drive the vehicle after any incident of misfuelling. In such circumstances you should follow the procedures explained in the 'Claims Conditions' and 'How to Claim' sections.
4. 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 the responsibility of you and/or your permitted driver to secure any animal being transported or to make alternative arrangements for its transportation.

What is Covered

Draining Incorrect Fuel

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

1. to drain and remove the incorrect fuel, which will become the property of **our assistance contractor**; or
2. if it is not possible to do this at the location where the **vehicle** is at the time that **you** make **your** claim, **we** will arrange 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 **repairer** within a 10 mile radius, chosen by **us** or by our **assistance contractor**; and
3. to refuel the **vehicle** with up to £10 of fuel of the correct type.

Repair of affected Engine parts

Where this cover has been selected, and is shown on **your schedule**, **We** will pay all costs associated with fitting parts affected by **misfuelling** as specified by the **repairer and agreed by the claims administrator**.

The maximum amount payable under this **policy** is £500.00 (inc VAT).

What is Not Covered

1. **misfuelling** which takes place outside the U.K;
2. **misfuelling** outside the **period of cover**;
3. any claim made within the first 48 hours following the inception of this **policy**;
4. where **assistance** cannot be effected because it would be impracticable, unsafe or unlawful for **our assistance contractor** to access the **vehicle** or provide **assistance**;
5. where the **vehicle** cannot be transported safely and legally using a standard transporter;
6. where the **vehicle** exceeds 3.5 tonnes gross weight or more than 7 foot 6 inches (2.3 metres) in width and 18 foot (5.4metres) in length;
7. total **repairs** exceeding £500.00 (inc VAT);
8. any **repairs** not completed by the **repairer**;
9. **repair costs** where in the opinion of the **repairer** the fault existed prior to the commencement of the **policy** or is not related to the **misfuelling** of the **vehicle**;
10. claims not notified and authorised prior to expense being incurred;
11. any damage to the **vehicle** or any trailer or its contents whilst being recovered or transported, and any liability or loss arising from any act performed in the execution of the **assistance** services provided;
12. **assistance** if, in the opinion of **our assistance contractor**, the **vehicle** is illegal, dangerous, untaxed, uninsured, overloaded or not roadworthy;
13. any ferry, toll or congestion charges incurred;
14. 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);
15. recovery of horses or livestock;
16. more than 2 claims in any period of 12 months;
17. any **vehicle**:
 - 17.1 which is an emergency **vehicle**, heavy goods **vehicle** or has been used in any competitive event.
 - 17.2 which normally uses Bio-diesel, ethanol, red diesel, autogas, Leaded fuel (4 Star) or non-standard fuel;
 - 17.3 whose fuel supply has been modified. For example: a **vehicle** modified to use bio-diesel;
 - 17.4 which is not permitted to be used on the public highway.
18. any claim resulting from foreign matter entering the fuel system;

- 19 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**;
- 20 any claims where **you** have continued to drive the **vehicle** after becoming aware of an incident of **misfueling**;
- 21 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**.
- 22 any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism.
- 23 any direct or indirect consequence of:
 - 23.1 Irradiation, or contamination by nuclear material; or
 - 23.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - 23.3 Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Limits and Conditions of Cover

We have the right to refuse to provide **assistance** if **you** or **your permitted driver** or 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.

Policy Conditions

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with the following conditions **we** may at **our** option: cancel the policy; refuse to deal with **your** claim or reduce the amount of any claim payment.

1. Servicing Requirements
You must take all steps to avoid **misfuelling your vehicle** at all times during the **period of insurance**.
2. Consumer Insurance Act
You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell us of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to your answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.
3. Fraud
You must not act in a fraudulent manner. If **you**, or anyone acting for **you**,
 - 3.1 Make a claim under the policy knowing the loss or damage to have existed prior to the start date of the policy as shown on **your policy schedule**;
 - 3.2 Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
 - 3.3 Make a statement in support of a claim, knowing the statement to be false in any respect; or
 - 3.4 Submit a document in support of a claim, knowing the document to be forged or false in any respect; or
 - 3.5 Make a claim in respect of any loss or damage caused by **your** wilful act, or with **your** connivance,

Then:

 - 3.6 **We** shall not pay the claim;
 - 3.7 **We** shall not pay any other claim which has been made or will be made under the policy;
 - 3.8 **We** may at **our** option declare the policy void;
 - 3.9 **We** shall be entitled to recover from **you** the amount of any claim already paid under the policy;
 - 3.10 **We** shall not make any return of premium;
 - 3.11 **We** may inform the police of the circumstances.

Claims Conditions

You must comply with the following instructions to have the full protection of **your** policy. If **you** do not comply with them, **we** may at **our** option cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment.

1. Making a claim:
All claims **MUST** be made within seven working days of the **misfuel** occurring.
2. Duty of care:

You must not continue to drive the **vehicle** after any **damage** or incident if it is reasonable that this could cause further damage.

3. Contact the **claims administrator** before any work is undertaken it is **your** responsibility to ensure that the **repairer** telephones the **claims administrator** for authorisation.

4. Claims procedure:

A detailed claims procedure is provided below, **you** must follow this procedure; failure to do so may result in non-payment of **your** claim.

5. **Repair** authorisation:

Should **you** decide to give permission to the **repairer** to commence work, without an authorisation number being obtained from the **claims administrator**, **you** do so in the full knowledge that **we** reserve the right not to meet **your** claim because **you** have denied **us** **our** right under this policy to inspect the **vehicle** prior to its **repair**.

6. Confirming details of **your** claim with **you**:

To ensure **we** maintain the highest level of service **we** may contact **you** to confirm the details of **your** claim. Should **you** be contacted **we** will await confirmation from **you** that **you** are happy for the **repair costs** to be settled before arranging payment under the terms of **your** policy. Should **we** not receive a response following **our** request **you** may become liable to settle the cost of **repair** as **your** failure to reply will be viewed as repudiating liability under the policy

7. Salvage:

We accept no liability for the responsible disposal of incorrect fuel after **our** agent has left the scene.

8. Use of Engineers:

At notification of any claim **we** reserve the right to instruct an independent engineer to: inspect **your vehicle** and its fuel system, before authorising any claim; or inspect any fuel(s) which has been removed, together with any original documentation, within one calendar month after any **repair** has been carried out or authorised. When this right is exercised **we** shall have no liability for any loss to **you** arising from any possible delay.

9. When **you** collect **your vehicle and repairs** have been completed please check that all work has been properly completed. If **you** are aware the **repair** is not satisfactory do not sign any satisfaction note and advise the **claims administrator** as soon as possible. **We** do not accept responsibility for faults in workmanship or materials for **repairs** paid for by **us** on **your** behalf.

How to Claim

You must contact the **claims administrator** by telephoning **01274 288 488** to proceed with a claim under the policy, **you** will be required to provide the following information:

1. Advise **us** of **your** policy number and **vehicle** details;
2. A daytime contact telephone number;
3. How the **misfuel** occurred;

Depending on the nature of **your** claim **we** may ask **you** to provide the following additional information:

1. Location for the attendance of the **contractor**;
2. **Your** contact and payment details for reimbursement.

The **repairer's** invoice must clearly state who payment should be made payable to. **You** will be liable for any costs incurred in excess or outside the liability of this insurance.

Important

If the claim is covered by the policy, verbal authorisation will be given including a claim authority number to carry out the **repair** detailing the authorised **repair cost(s)** which is the most **we** will pay. If **you** authorise a **repair** without obtaining a valid claims authorisation number from the **claims administrator**, **you** will have to pay and recover the reasonable costs from **us**.

UK General Insurance Ltd are an **insurer's** agent and in the matters of claim act on behalf of the **insurer**.

To make sure that **you** receive the highest levels of service telephone calls to the **administrator** and **claims administrator** may be recorded.

Policy Transfer

In the event that you change your vehicle during the period of insurance, on the condition that no claims have been made or are pending, you may apply to the administrator to transfer the pro rata cash balance of your policy to your new vehicle subject to the terms and condition of this policy.

In the event of bereavement, the remaining benefit of this Insurance may be transferred to the policyholder's spouse or partner. If You would like to transfer this Insurance, **You** must contact the Administrator on 01653 916304.

Cancelling Your Cover

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to the **Administrator** within 30 days of purchase or the day on which **You** receive **Your** policy documentation, whichever is later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter, **you** may cancel the policy at any time however no refund of premium will be available.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

1. Where **We** reasonably suspect fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover, unless the reason for cancellation is fraud and/or **We** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Customer Service / Complaints

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

For complaints regarding the sale of Your policy:

In the first instance please contact

ALA IB Limited trading as ALA Insurance Brokers
Unit 3,
Park Farm Courtyard,
Easthorpe,
Malton,
YO17 6QX

Tel: 01653 916304

Email: info@ala.co.uk

Claims

Please contact the **Claims Administrator**:

National Breakdown, The Old Clock House, Odsal Road, Bradford, West Yorkshire, BD6 1AQ. Tel: 01274 288 488

If **Your** complaint cannot be resolved by the end of the third working day, it will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference TBC.

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 €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4 567

Mob: 0300 123 9 123

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.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

1. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
2. To make sure that all information supplied as part of **Your** application for cover is true and correct;
3. Tell **Us** of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

Financial Services Compensation Scheme (FSCS)

Great Lakes Reinsurance SE is covered by the independent 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 arrangements from the FSCS or visit www.fscs.org.uk.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.