

# **Insure 2 Drive Misfuelling Policy Summary**

This summary does not describe all the terms and conditions of this policy, so please take time to read the policy document to make sure you fully understand the cover it provides.

#### **ABOUT YOUR INSURER**

This policy has been arranged by Insure 2 Drive, a trading name of Sabre Insurance, who are authorised and regulated by the Financial Conduct Authority and is insured by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Please refer to the policy wording for full authorisation details.

## WHO ADMINISTERS YOUR POLICY

The insurer has appointed Direct Group Limited to administer your policy.

Claims are handled by AXA Assistance (UK) Limited which operates the 24 hour helpline.

### SIGNIFICANT FEATURES AND BENEFITS

- The policy provides cover in the event that you, or anyone driving the vehicle insured under the Insure 2 Drive motor insurance policy, accidentally fills the insured vehicle with inappropriate fuel.
- Cover includes:
  - o up to £250 (inc. VAT) per claim towards the cost of:
    - draining and flushing the fuel tank on site; or
    - recovery of the vehicle, driver and up to 6 passengers to the nearest repairer; and
    - replenishing the fuel tank with 10 litres of the correct fuel.
  - o up to 3 claims can be made under this policy.

See 'What does the policy cover and what will it pay out' section of the policy wording for full details.

## SIGNIFICANT EXCLUSIONS OR CONDITIONS

Like all insurances there are some exclusions and conditions. Please refer to the policy wording for a full and detailed list of those that apply to this policy. These are the main ones:

The policy will not pay claims for the following:

- If made within the first 24 hours of taking out this policy;
- 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);
- arising from:
  - o any person driving the insured vehicle, if you know they do not have a valid licence to drive in the territorial limits; or
  - o 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.

See 'What is not covered' and 'Conditions and Limitations' sections of the policy wording for full details.

#### **HOW TO MAKE A CLAIM**

Call the Claims helpline on 0330 123 2094.

(All calls are recorded for training, compliance, claims and counter fraud purposes). Lines are open 24 hours 7 days a week.

See 'How to make a claim' section of the policy wording for full details.

#### **HOW TO CANCEL 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 Insure 2 Drive on 0330 024 4774 or emailing <a href="mailto:Customer.services@insure2drive.co.uk">Customer.services@insure2drive.co.uk</a>.

- 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 Insure 2 Drive motor insurance policy between the dates shown in your policy schedule. If your Insure 2 Drive 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.
- The insurer 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 or the administrator's staff.

Where the insurer has cancelled your policy in these circumstances, no refund of premium will be made.

#### **HOW TO MAKE A COMPLAINT**

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 Insure 2 Drive Customer Services on 0330 024 4774 or emailing Customer.services@insure2drive.co.uk.

If you remain dissatisfied you may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

## 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:

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 the insurer has 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

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

# • Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract.

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

# **Insure 2 Drive Key Protection Policy Wording**

#### WHO IS YOUR INSURER?

This policy has been arranged by Insure 2 Drive, a trading name of Sabre Insurance, who are authorised and regulated by the Financial Conduct Authority. The policy 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 Insure 2 Drive. If **your** Insure 2 Drive motor insurance policy is cancelled for any reason this policy will also be cancelled.

### WHO ADMINISTERS YOUR POLICY?

**We** have appointed Direct Group Limited to administer **your** policy. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

#### **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 4774 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 Insure 2 Drive 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 **geographical limits** this policy will cover **you** in the event of:

- damage to, or loss or theft of your keys or locks; or
- your keys are locked in your home, office or vehicle denying you access.

#### **Benefits**

This policy will pay the following benefits if one of the above events occur:

- The cost of obtaining replacement **keys/locks** (including the reprogramming or immobilisers and alarms) and/or locksmith charges where no duplicate **key** is available;
- Up to £75 per day, for up to a maximum of 3 days, for the cost of a hire vehicle or **onwards transportation** where **your vehicle key** is not able to be replaced on the same day;

Please note that the combined amount paid in respect of the above 2 benefits will be no greater than the **total policy limit**.

You can make an unlimited number of claims during the **period of insurance** but the maximum payable under this policy is the **total policy limit** of £1,500.

#### **WHAT IS NOT COVERED?**

The policy will not pay out for the following:

- any costs covered under this policy which you have incurred where you are unable to provide a valid receipt/paid invoice;
- any costs within one period of insurance that exceed the total policy limit;
- any claim for theft of keys where you have not reported this to the police;
- any duplicate or additional keys, other than those that come with the lock;
- any charges or costs **you** incur as a result of **your** failure to turn up to an appointment **you** have arranged for replacement or repair of **your key**;
- if the **key** was in the possession of anyone other than the **policyholder** or **immediate member** of the **policyholder**'s family at the time of the incident;
- if damage to the key was caused by wear and tear or a lack of general maintenance;
- if the incident was caused by your reckless, deliberate or criminal act or omission;
- any replacement which would leave **you** with a **key** of a higher standard or specification than that replaced (unless the original standard was obsolete);
- any telephone costs, loss of earnings or profits which arise as a result of the loss, theft or damage of your key;
- any key which is not lost because it is in the possession of an immediate member of the policyholder's family;
- any claim for loss or damage caused by any act of war, invasion or revolution;
- 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.
- any claim resulting in any way from:
  - o 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.

#### **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**

Please read the 'What does the policy cover and what does it pay out' and 'What is not covered' sections to ensure the incident is covered under the terms of this policy.

**IMPORTANT** – this policy operates on a pay and claim basis.

If you believe your claim to be valid then please telephone AXA Assistance on 0330 123 2094 quoting scheme code 04 605 49 and assistance will be arranged for **you**.

Please note all stolen keys must be reported to the police within 48 hours and a crime reference number obtained.

For validation of **your** claim and reimbursement of costs incurred please forward the original invoice(s), receipt(s) and the relevant crime reference number to the **claims administrators** at:

Specialist Claims, PO Box 1192, Doncaster, DN1 9PU.

Any queries or for further information please telephone the key helpline on 0330 102 8684.

### **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, and **you** must give the **claims administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. crime reference.
- All lost, stolen or damaged key/s must be reported to us on 0330 123 2094 as soon as possible and all receipts and supporting documentation provided.
- All stolen Keys must be reported to the police and a crime reference number obtained.
- You must retain all receipts and tickets for any outlay including public transport or taxis.
- Should you have any complaint regarding repairs or replacements that you arrange, this will be for you to resolve.
   We will not enter into any dispute between yourself and any tradesman that you arrange.
- We have the right, at our expense and in your name to:
  - o 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 Insure 2 Drive Customer Services on 0330 024 4774 or by emailing <a href="mailto:Customer.services@insure2drive.co.uk">Customer.services@insure2drive.co.uk</a>.

- 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 or the claims administrator's staff.

Where **we** have cancelled **your** policy for the above reasons, 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 Insure 2 Drive Customer Services on 0330 024 4774 or by emailing Customer.services@insure2drive.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:

### **Customer Relations Team**

PO Box 1193 Doncaster DN1 9PW

Tel: 0330 102 8684

email: <a href="mailto:customer.relations@directgroup.co.uk">customer.relations@directgroup.co.uk</a>

• If **you** remain dissatisfied with the resolution of **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: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

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 <a href="http://ec.europa.eu/consumers/odr/index\_en.htm">http://ec.europa.eu/consumers/odr/index\_en.htm</a>, 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 Insure 2 Drive 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 **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

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, 10<sup>th</sup> Floor, Beufort House, 15 St Botolph Street, London EC3A 7QU or visit the Website: <a href="www.fscs.org.uk">www.fscs.org.uk</a>

#### **DEFINITIONS**

RH1 1PR

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

## **Claims Administrator**

AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or its nominated agent Direct Group Limited, QuayPoint, Lakeside Boulevard, Doncaster, DN4 5PL.

### **Emergency**

Loss, theft or damage to a key rendering you unable to access your home and/or your office or vehicle.

# **Geographical limits**

This policy covers **you** within the **United Kingdom** and if travelling abroad in any of the following European countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

## Home

**Your** main and permanent place of residence in the **United Kingdom**, comprising a private dwelling (for example: house, bungalow, maisonette or flat) used for domestic purposes only. This includes any garage, outbuildings, sheds and gates within the boundary of **your** property.

#### **Immediate Member**

Husband, wife, civil partner, live-in partner, parent, child, adult child or adult step-child residing at your home.

## Insurer/We/Us/Our

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 Insure 2 Drive.

#### Key

Any of the **keys** which grant **You** access to **your home**, **office** or **your vehicle**, including electronic, remote and proximity **keys**.

## Lock

Any lock that provides access to your home, office or vehicle.

## Motor insurance policy

The Insure 2 Drive Motor Insurance Policy that has been issued to you for the insured vehicle.

#### Office

Your home or private work office including any safe.

## **Onward transportation**

For long journeys of 15 miles and over, the mode of transport should be a bus or train unless **you** are physically unable to use public transport. For short journeys of up to 15 miles, a taxi is acceptable.

## Pay and claim basis

You will be responsible for paying all costs (for example, the cost of repairing or replacing your key/s) that you wish to claim for under this policy. We will reimburse those costs provided the loss is covered under the policy. We will ask you to submit your claim together with supporting documentation to us so that we can evaluate your claim and make the appropriate reimbursement. The reimbursement will not exceed the total policy limit of £1,500.

## 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**.

#### Policyholder

The person(s) named on the **policy schedule**.

# **Policy schedule**

The document which forms part of the Insure 2 Drive motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the insured vehicle.

# **Total policy limit**

£1,500 including VAT, this being the maximum amount that **we** will pay towards **your** claims in the **period of insurance**. If the total claims that **you** make exceed this limit, **you** will have to pay any amount over £1,500.

## United Kingdom/UK

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

## Vehicle

Your private motor vehicle, light commercial vehicles (up to a weight of 3500kg), business vehicle, motorbikes, motor home or mobility scooter.

#### You/your

The **policyholder** and any **immediate member** of the **policyholder**'s family permanently living at the same address as the **policyholder** during the **period of insurance**.

# **Insure 2 Drive Misfuelling Policy Wording**

#### WHO IS YOUR INSURER?

This policy has been arranged by Insure 2 Drive, 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 Insure 2 Drive. If **your** Insure 2 Drive 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 4774 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 Insure 2 Drive 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
  - o 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:
  - o 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;
  - o ionising radiation or contamination by radioactivity from any nuclear fuel or weapons, or from any nuclear waste from the combustion of nuclear fuel;
- 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 **you**r 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:
  - o 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 Insure 2 Drive Customer Services on 0330 024 4774 or by emailing Customer.services@insure2drive.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:
  - o 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 Insure 2 Drive customer services on 0330 024 4774 or by emailing Customer.services@insure2drive.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: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

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 <a href="http://ec.europa.eu/consumers/odr/index en.htm">http://ec.europa.eu/consumers/odr/index en.htm</a>, 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 Insure 2 Drive 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 **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, 10<sup>th</sup> Floor, Beufort House, 15 St Botolph Street, London EC3A 7QU or visit the Website: <a href="www.fscs.org.uk">www.fscs.org.uk</a>

## **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 Insure 2 Drive 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 Insure 2 Drive.

## You/your

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