



Misfuelling Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

Policy Wording

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or **your** insurance broker may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) 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.

This policy must be read together with **your** current schedule, key facts document and any endorsements or certificates. These items together form **your** contract of insurance.

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How to make a claim

To notify a claim please call **our** claims department immediately.

CALL: **0333 241 3359**

Please quote "Misfuelling" in all communications.

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

Or **you** can write to **us** at:

Coplus Claims
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA

Your details will be passed to **our** claims team who will handle **your** claim. Any queries in relation to **your** claim, after the initial notification, should be directed to the claims team.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

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

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

Telephone: 0345 218 2685 or email: customerrelations@ukgeneral.co.uk

If **your** complaint relates to a claim, please contact:

Coplus Complaints Department
MB&G Insurance Services Ltd
Cobalt Business Exchange
Cobalt Park Way
Wallsend
NE28 9NZ

Telephone: 0191 258 8187 or email at Coplus@mbginsurance.com

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

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

Telephone: 0345 218 2685 or email: customerrelations@ukgeneral.co.uk

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4 567 or Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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

Our regulator and Insurer

This insurance is arranged by Motorplus Limited t/a Coplus and 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.

Motorplus Limited t/a Coplus 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 from https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products or services it is highly likely that **we** will need both personal and sensitive data (as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any claims which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **your** insurance broker if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our** claims team by any method shown on page 1.

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that **we** hold about **you** by writing to **us** at:

Quality Assurance Team
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

No charge will be made for supplying a copy of these records, and the information will be supplied within 30 calendar days upon request.

Renewal procedure

The term of **your** Misfuelling cover is one year, however if **you** purchased cover after the original inception date, the cover will apply from the date of purchase until the renewal date of **your** main insurance policy.

At renewal **your** insurance broker will in good time supply **you** with a renewal invitation which will include all additional cover purchased. If they do not hear from **you** prior to the renewal date **your** policy along with all additional cover will be automatically renewed for a further 12 months. Where **you** were paying by monthly

instalments, payments will continue to be collected from **your** account. If **you** pay **your** insurance in full be credit or debit card, in most cases they will attempt to take payment using the securely held card details they have on file.

You will need to contact **your** insurance broker before **your** cover runs out if **you** wish to use an alternative payment method or **you** do not want to renew **your** policy for a further 12 months.

If for some reason they are unable to automatically renew **your** policy, they will contact **you** by e-mail in good time before **your** renewal date to let **you** know what needs to be done in order to continue cover.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands and the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and **us**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without **our** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Administrator, We

Us, Our: Motorplus Limited t/a Coplus.

Approved Repairer:

A firm or trader appointed by the claims **administrator**.

Claim Limit:

The maximum amount payable under the **misfuelling** section of **your** policy is £2,500 (including Vat) in any one **period of Insurance**, subject to an **excess**.

Excess:

The first £25 of each and every claim.

Insurer:

UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.

Misfuelled, Misfuelling, Misfuel:	Putting petrol in the fuel tank of a diesel-engine vehicle , or diesel in the fuel tank of a petrol - engine vehicle in error.
Period of Insurance:	12 calendar months from the date of inception of this insurance as detailed on the policy documents .
Policy documents:	This document and the Schedule of Motor Insurance
Territorial Limits:	The United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man.
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Vehicle(s):	The motor vehicle(s) specified in the policy documents .
You, Your:	The policyholder named on the policy documents .

Cover

Within the **period of insurance**, if **you** or another person authorised to drive the **vehicle** under **your** motor insurance policy has **misfuelled your vehicle** within the **territorial limits**, the **insurer** will pay all reasonable costs up to the **claim limit** to repair **your vehicle**. This will include replacement of certain parts which may include but are not limited to fuel pumps, fuel filters, fuel pressure rail / pipes and all fuel injectors if replacement is recommended by the manufacturer of **your vehicle** following **misfuelling**.

General Conditions

1. Claims

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order the insurance cover to apply:

- a) All claims must be notified and authorised by **us** prior to any expense being incurred. If a claim cannot be validated at the time it is reported to **our** claim department, **you** may still utilise the services of **our** agent but **you** will be responsible for paying any fees, If **our** claims department are able to validate **your** policy at a later date **our** claims department will refund the charge made in full within 14 days of the validation of **your** policy, subject to policy terms and conditions;
- b) The **vehicle** must be free of any pre-existing faults at the time of issue of the policy;
- c) The **insurer** will repair or replace those parts listed by the **approved repairer** during the **period of insurance**, including the cost of parts and labour at the agreed **approved repairer** labour rate up to the maximum amount specified in this policy;
- d) The **insurer** reserves the right to take over and carry out the pursuit, defence and settlement of any claim in **your** name after a payment has been made under this policy to recover **our** outlay from a third party or their **insurer**;
- e) **You** must take all reasonable steps to prevent loss or damage to the **vehicle** and observe the terms and conditions of this policy;
- f) When a claim is made and there is other insurance in force which would entitle **you** to claim for the same loss, the **insurer** will only pay the **insurers** rateable proportion of such loss;
- g) If the **insurer** need to dismantle of the **vehicle** or a covered component to determine the validity of a claim, **you** must authorise **our** claims department to do this. Any costs incurred will only be met as part of a valid claim;
- h) Repairs under this policy can only be carried out by the **approved repairer**;
- i) **Our** claims department can specify the use of guaranteed exchange or factored parts. The **insurer's** parts liability for any claim will be limited to the cost of these components.

2. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full. **You** may cancel this insurance policy at any time after this 14-day period, however no return of premium will be available.

The insurer will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 for the insurer to cancel this insurance policy include but are not limited to:

- a) Where the insurer reasonably suspects fraud;
- b) Non-payment of the premium;
- c) Threatening or abusive behaviour;
- d) Non-compliance with policy terms and conditions;
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** insurance broker ask.

If the insurer cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis, unless the reason for cancellation is fraud and/or the insurer is entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

7. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

Excluded vehicles

1) Excluded Vehicles

Cover does not apply in respect of the following vehicles:

- a. Taxis, self-drive hire, driving schools, service vehicles e.g. policy, ambulance etc.;
- b. Commercial vehicles or vans with a carrying capacity exceeding 1750kg;
- c. A vehicle used in any sort of competitions, rallies, pace making or off road use;
- d. Left hand drive vehicles or a vehicle not listed in Glass's guide;
- e. Any vehicle owned temporarily or otherwise by a motor dealer, trader or business formed for the purpose of selling or servicing motor vehicles.

General Exclusions

- 1) The **insurer** will not pay claims in respect of **misfuelling** which arises from or is associated with:
 - i) Routine servicing, maintenance or repair of the **vehicle**;
 - ii) A deliberate or wilful act;
 - iii) Components which are subject to recall, repair or replacement by the manufacturer or any claim which is attributable to a manufacturer's design defect;
 - iv) The policy **excess**.
- 2) **Misfuelling** which occurs outside the **territorial limits**;
- 3) **Misfuelling** which occurs outside the **period of insurance**;
- 4) Any damage to the **vehicle** or any trailer or any **vehicle** or trailer contents whilst being recovered or transported;
- 5) The transportation or arrangement of the transportation of any animal or livestock;
- 6)
 - i) Any **vehicle** that normally uses bio-diesel, ethanol, red diesel, autogas (LPG), Leaded fuel (4 Star) or any other non-standard fuel; or
 - ii) Any **vehicle** whose fuel supply has been modified, including but not limited to a **vehicle** modified to use bio-diesel;
- 7) Any **vehicle** that is not registered for road use;
- 8) Any claim resulting from foreign matter entering the fuel system except the incorrect petrol or diesel.
- 9) Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 10) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 11) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.