

## MISFUELLING ASSISTANCE POLICY

**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** 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 **us** c/o Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN 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 **us** c/o Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN. 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 the **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).

If **you** have any queries regarding **your** cover under this **policy** please telephone 0800 072 3417.

To make a claim please contact:

Misfuel Assist Claims Department, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

Telephone Number: 0800 0723417.

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

If **you** have hearing or speech difficulties **you** can text telephone **us** on 0845 671 1475. This document and all **our** literature is available in large print, audio and Braille – **we** will be happy to supply **you** with a copy or **you** can call **us** on 0800 072 3417.

## CONTENTS

Your policy consists of the following sections:

### THE SCHEDULE

**SECTION A Your assistance benefit.** This section tells **you** what **assistance we** will provide and the terms and conditions that apply to it.

**SECTION B Your payment.** This section tells **you** about **your** payment for this **policy**.

**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.

**SECTION E 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 General Provisions.** This section tells **you** the general terms that apply to this **policy**.

**SECTION G Customer Service Information.** This section tells **you** how to contact **us** and how to make a complaint.

**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 your 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 **your vehicle** is at the time that **you** make **your** claim, to take **you** or **your permitted driver**, **your 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 **your** vehicle with up to £10 of fuel of the correct type (unless the **vehicle** is situated on a petrol filling station forecourt at the time **you** or **your permitted driver** make the request for **assistance**.)

#### 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.
- **misfuelling** outside the **period of cover**.
- 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;
- 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 consequential 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 cover**.

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** 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 **our** 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 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 0800 072 3417. Our lines are open 24 hours a day, 365 days a year.

Any correspondence relating to **your** claim should be sent to Sterling Insurance Company Limited at 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

**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**.

### **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 own the **vehicle** or
- (iv) **you** cease to be authorised by the owner of the **vehicle** to agree to the provision of **assistance**.

## **SECTION E – YOUR RIGHT TO CANCEL THIS POLICY**

**You** may cancel this **policy** by writing to Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN 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 Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN. 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.

The Financial Services Compensation Scheme may assist **you** in some circumstances, if **we** were unable to meet **our** liability to **you**. Further details are available on request.

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**, please contact Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN.

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 the Customer Services Manager at Sterling Insurance Company Limited at 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or telephone 0800 072 3417.

Telephone calls may be monitored or recorded 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.

If **you** remain dissatisfied **you** may refer **your** complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone: 0845 080 1800. Please note that the Financial Ombudsman Service will normally only consider a complaint once **we** have issued a final decision. This will not affect **your** legal rights. **You** can obtain further details of **your** legal rights from a Citizens' Advice Bureau or you should consult your solicitor.

## **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 so 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 schedule to this **policy**;

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

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

“**We, us,**” means **Sterling Insurance Company Limited**, and “**ours**” has a corresponding meaning;

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

- a. a private car, motor cycle, van or minibus; *and*  
under 3.5 tonnes; *and* no more than 7 foot 6 inches (2.3 metres ) in width; and
- b. registered in the United Kingdom;

“**You**” means the individual so named on the **schedule**, and “**yours**” has a corresponding meaning.

**Sterling Insurance Company Limited is authorised and regulated by the Financial Services Authority. It appears in the Financial Services Authority's (FSA) Register. The FSA register number for Sterling Insurance Company Limited is: 202012.**

**Sterling Insurance Company Limited is a private company limited by shares incorporated in England under registered number 498605. It is a wholly owned subsidiary of Sterling Insurance Group Limited.**