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# Adrian Flux Misfuel Assist Policy

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[www.adrianflux.co.uk](http://www.adrianflux.co.uk)

Policy number: ADR1,185,000

## **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. In this **policy**, the words listed in Section I have special meanings when they appear in **bold text**.

This **policy** provides both **misfuel assistance** and **misfuel inconvenience** cover.

### **Misfuel assistance cover:**

This is designed to cover **your vehicle** in the event it is **misfuelled** by **you** or **your permitted** drivers by providing the benefits described in Section A of this policy to **you** or **your permitted drivers** when such **misfuelling** occurs.

### **Misfuel inconvenience cover:**

This is designed to cover **you** for any outlays, costs or expenses incurred by **you** or **your permitted drivers** as a result of a **misfuelling**. **We** provide up to £250 of cover for each **misfuelling**.

### **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.

If **you** cancel within 14 days 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 cancel this **policy** after that time, **we** will not refund any premium.

See Section F for details.

# Important Information

Please note that:-

- a) This **policy** is not a motor insurance policy and does not provide insurance cover for **your vehicle** or its use. It only covers **your vehicle** and does not cover any other vehicle **you** own or drive. If **you** want any other vehicles covered then **you** will need to take out a separate policy for each such vehicle.
- b) 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**. Under this **policy** neither **we** nor our **misfuel assistance contractors** will carry out any replacement of these or any other parts. **Our misfuel assistance** service does not include replacement of parts. See Section A paragraph 2.
- c) Allowing **misfuel 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 **misfuel assistance**. By asking **us** to provide or procure the provision of **misfuel assistance**, **you** confirm that **you** understand this.
- d) Despite **misfuel 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 **misfuel 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 or **your** ability to claim under the **misfuel inconvenience cover** part of this **policy**. See Section A paragraph 3 and Section B.
- e) 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 paragraph 3.

If **you** have any queries regarding **your** cover under this **policy** please call 0330 134 8113.

To make a claim please call 0330 134 8113.

Any correspondence relating to **your** claim should be sent to Misfuel Assist Claims Department, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

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.

Hearing and speech impaired policyholders who wish to speak to **us** and have a textphone available can do so by using the Action on Hearing Loss Typetalk Relay service. To use Typetalk, please call 18001 0330 134 8113; once **your** call is connected a Typetalk Operator will join the call to relay **your** message to **us**.

# Contents

Your **policy** consists of the following sections:

## THE SCHEDULE

### SECTION A - Your misfuel assistance benefit.

This section tells **you** what **misfuel assistance we** will provide and the terms and conditions that apply to it.

### SECTION B - Your misfuel inconvenience cover.

This section tells **you** what benefits **you** will receive under the **misfuel inconvenience cover** and the terms and conditions that apply

### SECTION C - Your premium payment.

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

### SECTION D - How to make a claim.

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

### SECTION E - When does your cover end?

This section tells **you** when **your** entitlement to assistance under the **policy** ends.

### SECTION F - 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 G - General Provisions.

This section tells **you** the general terms that apply to this **policy**.

### SECTION H - Customer Service Information.

This section tells **you** how to contact **us** and how to make a complaint.

### SECTION I - Meaning of words.

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

# Section A – Your Misfuel Assistance Benefit

## 1. What misfuel assistance covers

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

- a) to drain and remove the contaminated fuel, which will become the property of **our misfuel assistance contractor**; or
- b) 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 misfuel assistance contractor** chosen by **us** able to undertake this; and
- c) 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 **misfuel assistance**.)

## 2. When will misfuel assistance not be provided?

We will not provide **misfuel assistance** where:

- a) **misfuelling** takes place outside the **UK**;
- b) **misfuelling** takes place outside the **period of cover**;
- c) **misfuel assistance** cannot be effected because it would be impracticable, unsafe or unlawful for **our misfuel assistance contractor** to access the **vehicle** or provide **misfuel assistance**;
- d) the **vehicle** cannot be transported safely and legally using a standard transporter;
- e) 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;
- f) if, in the opinion of **our misfuel assistance contractor**, the **vehicle** is illegal, dangerous, untaxed, uninsured, overloaded or not roadworthy;
- g) 2 claims have already been made in any **period of cover**.

### 3. Limits and conditions of cover

We have the right to refuse to provide **misfuel assistance** if:

- a) **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 misfuel assistance contractors** or **our** or their agents, contractors or operatives; or
- b) **you** or **your permitted driver** have falsely represented that **you** or they are entitled to **misfuel assistance** to which **you** or they are not entitled and / or **you** or they have assisted another in obtaining **misfuel assistance** to which they are not entitled.

Except to the extent **you** are entitled to a benefit under **misfuel inconvenience cover**, **we** will not be liable under this **policy** for:

- a) carrying out or the cost of carrying out any repair or damage to the **vehicle** caused by **misfuelling**;
- b) 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 **misfuel assistance** services provided;
- c) any ferry, toll or congestion charges incurred;
- d) 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);
- e) the recovery of horses or livestock or the cost of such recovery;

Neither **we** nor **our** employees, **misfuel 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 **misfuel assistance**.

# Section B – Your Misfuel Inconvenience Cover

## 1. What can I claim for?

If **you** or a **permitted driver** have **misfuelled your vehicle**, **you** will be covered for any outlays, costs or expenses incurred by **you** or **your permitted drivers** as a result of the **misfuelling**.

## 2. Limits and conditions of cover

**You** will not be entitled to payment under **misfuel inconvenience cover**:

- a) where **misfuelling** takes place outside the **UK**;
- b) where **misfuelling** takes place outside the **period of cover**;
- c) for any amount of **your** claim over £250;
- d) where 2 claims have already been paid in any **period of cover**.

# Section C – Your Premium Payment

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

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



# Section D – How To Make A Claim

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

Please call us on 0330 134 8113. 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 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 **misfuel 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 **misfuel assistance** and that **we** do not need to seek any further permission to provide **misfuel assistance**.

# Section E – When Does Your Cover End?

**You** cover under this **policy** will end on the earliest of:-

- a) the **end date**; or
- b) the date **you** cancel this **policy** in accordance with Section F below; or
- c) the date on which **you** cease to own the **vehicle**; or
- d) **you** cease to be authorised by the owner of the **vehicle** to agree to the provision of **misfuel assistance**.

# Section F – Your Right To Cancel This Policy

**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.

If **you** cancel within 14 days 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 cancel this **policy** after that time, **we** will not refund any premium.

# Section G – General Provisions

## 1. Fraudulent claims or misleading information

Failure to provide correct information or inform **us** of a change could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

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.

If we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Further information can be obtained from the Financial Services Compensation Scheme at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone 0800 678 1100 or 020 7741 4100.

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

## Section H – 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 enquiry or complaint relating to this **policy**, its administration or any claim under it, or if you require 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 call 0330 134 8113.

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, Exchange Tower, London E14 9SR.

Telephone: 08000 234 567 or 0300 123 9 123.  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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 I – Meaning of Words

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

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

“**Misfuel assistance**” means the benefit more fully described in Section A of the **policy**;

“**Misfuel assistance contractor**” means the agent or contractor engaged by **us** to provide **misfuel assistance**;

“**Misfuel inconvenience cover**” means the benefit more fully described in Section B of the **policy**;

“**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**;

“**UK**” 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; and
- c) it is not used for road racing, rallying, pace-making, speed testing or any other competitive event;

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

Sterling Insurance Company Limited. Registered in England and Wales No. 498605.  
Registered office: 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX.

Sterling Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number is 202012. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.



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