



Adrian Flux **Misfuel Assist Policy**



www.adrianflux.co.uk

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 B 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**.

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 B.

- 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 C.

- 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 B.

Contents

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

THE SCHEDULE

SECTION A - What to do if you misfuel.

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

SECTION B - Your misfuel assistance benefit.

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

SECTION C - 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 D - Your premium payment.

This section tells **you** about **your** payment for 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 J - Privacy Statement.

This section tells **you** how **your** data is used and **your** rights under the General Data Protection Regulation.

Section A - What To Do If You Misfuel

Misfuel Rescue operates 24 hours a day, 365 days a year.

If **you** or **your permitted driver** misfuel the **vehicle you** must call the 24-hour Breakdown Control Centre on:

0330 123 0394

or 01245 408 489 where our trained staff will deal with **your** request quickly.

If **you** have hearing/speech difficulties, **you** can use our SMS text messaging service on **07860 057 893**.

Please have the following information available when **you** phone:

- **Your** name and postcode
- The phone number (including the area code) **you** are calling from
- The location of the **misfuelled vehicle**, including road numbers or names and landmarks
- The registration number, make, model and colour
- Any modifications which may be relevant to the recovery of **your vehicle**

Please stay with your vehicle until a rescue vehicle arrives.

Section B - 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 6 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 C - 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 D - 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 E - When Does Your Cover End?

Your 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.

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?

We, Trinity Lane Insurance Company Limited, are licensed by the Malta Financial Services Authority to provide general insurance.

We want to provide **you** with a high-quality service at all times. If **you** want to make a complaint about **your** insurance, or **us**, the complaints procedure is as follows.

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, the first step is to contact our Quality Department who will review **your** case. The address is: Hadleigh Breakdown, Alexandra House, 36A Church Street, Great Baddow, Chelmsford, Essex CM2 7HY. Telephone 0330 123 1305. Email: quality@hadleighbreakdown.co.uk

If **you** are not satisfied with their response **you** should write to: Customer Services Co-ordinator, Trinity Lane Insurance Company Limited, The Landmark, Level 1, Suite 2 Triq L-Iljun, Qormi QRM 3800 Malta. Phone: 00356 22 489 100. When **you** do this, please quote **your** document number as it will help **us** deal with **your** complaint quickly.

If **we** cannot settle the complaint to **your** satisfaction, **you** can contact: The Financial Ombudsman Service, Customer Contact Division, Exchange Tower E14 9SR. Phone: 0800 023 4 567. Email: complaint.info@financial-ombudsman.org.uk

We are bound by the Financial Ombudsman's decision, but **you** are not.

Following the complaints procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation from the scheme if **we** cannot meet our liabilities under this insurance. This depends on the type of **policy** and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance **you** do not need by law). For compulsory classes of insurance (insurance **you** need to have, such as motor insurance), the FSCS will pay the claim in full. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk

We are authorised and regulated by the Malta Financial Services Authority to carry on general insurance business in the **UK**. Trinity Lane Insurance Company Limited is registered in Malta – registration number C40137. Registered office: The Landmark, Level 1, Suite 2, Triq L-Iljun, Qormi QRM 3800, Malta.

Call recording - To help **us** to provide a first class service **we** may record **your** telephone call.

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 B 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 C 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/s**” 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 rescue 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 **Trinity Lane 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, motorcycle, 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 “**your**” has a corresponding meaning.

Trinity Lane Insurance Company Limited – is authorised and regulated by the Malta Financial Services Authority under the Insurance Business Act 1998 to carry on the business of general insurance.

Section J - Privacy Statement

We are committed to protecting the privacy of **your** personal data in accordance with current data protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of **your** data **we** operate in cooperation with **your** insurance broker. Any data protection queries or concerns should be directed in the first instance to **your** broker.

Your Data

Data provided to **your** broker will be shared with **us** on the basis of contractual requirement, namely for the purposes of providing insurance cover and for claims handling. **Your** data may be shared with other companies such as affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We will not use **your** data for any marketing purposes.

We may disclose **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Data Retention

In accordance with **our** legal requirements **we** will retain **your** data for a period of at least six years after **your** policy has lapsed. In certain circumstances **we** may be required to retain **your** data for a period exceeding six years for the purpose of claims handling.

Your Rights

Under the General Data Protection Regulation (GDPR) **you** have the right to access or obtain copies of the personal information held about **you** by **us**.

A response to **your** request will be provided to **you** within one month of **us** receiving a valid request. If **you** wish to exercise this right against **our** partners **you** will need to write to them directly. In accordance with the GDPR, **we** will not charge for this information in most cases.

You have the right to request that **we** correct any inaccuracies in the personal information held about **you**. Please contact **your** broker if **your** personal information needs updating.

You have a right to submit a complaint to the Information Commissioner if **you** believe **we** have not complied with **our** obligations under the GDPR.

<https://ico.org.uk/global/contact-us/>

You have the right to have **your** data transmitted directly to another data controller where technically feasible.

You have the right to restrict data processing, where this does not conflict with **our** contractual obligations, where;

- **You** contest the accuracy of the personal data **we** hold
- The processing is unlawful and **you** oppose the erasure of **your** data
- **We** no longer need the data for processing, but the data is required by **you** for the establishment, exercise or defence of legal claims
- **You** have objected to the processing of **your** data pending the verification of whether the legitimate grounds for processing override **your** objection

You have the right to object to the automated processing of **your** data including, but not limited to, profiling. This excludes where the processing is necessary for entering into a contract, or the performance of **our** contractual obligations.

