



# Misfuelling Policy Wording

## Misfuelling Assistance Cover: Policy wording and policy summary – UK

Thank **you** for choosing this policy.

This policy is intended to offer services relating to the **misfuelling** of **vehicles** in certain situations which are outlined in this document.

**You** should read this policy carefully to make sure it provides the cover that **you** need.

### Status disclosure

This policy is provided on behalf of Sparta Insurance Services Group Limited. Sparta Insurance Services Group Limited an appointed representative of Novitas Underwriting Agency Limited, a private company with registered number 03106533 whose registered office is 167 Turners Hill, Cheshunt, Herts, EN8 9BH and is registered as an insurance intermediary with the Financial Conduct Authority number 307931 (the "Principal Coverholder").

### The Insurer

Inter Partner Assistance S.A. UK Branch underwrites this policy, which is part of the AXA Group.

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

**Your** policy is subject to English Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between **us**.

### Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. The cover **you** hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to **you** separately in writing.

There are also general exclusions (things that are not included) that apply and there are general conditions that **you** must follow so **you** are entitled to the cover.

### Meaning of words

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

#### 1. **We, us, our**

Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Limited both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

#### 2. **You, your, driver**

The policyholder named on the schedule or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**.

#### 3. **Vehicle(s)**

The insured vehicle as shown on **your** policy schedule

#### 4. **Your home**

The last address (in the UK) **you** gave to Sparta as being where **you** permanently live or where **you** keep **your vehicle**.

#### 5. **Territorial limits**

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## 6. Period of cover

The period of time which the insurance applies to that is shown on **your** policy schedule.

## 7. Misfuelling

Accidental and involuntary filling of the fuel tank with appropriate fuel for the insured vehicle.

**The cover provided is governed by the general conditions and general exclusions**

### How to claim

To get UK emergency help, phone: **0345 607 5329**

**You** should have the following information available.

- The **vehicle's** registration number
- **Your** name, home postcode and contact details
- **Your** policy number
- The make, model and colour of the **vehicle**
- The location of the **vehicle**
- An SOS box number (if this applies).

**We** will take **your** details and ask **you** to stay by the phone. Once **we** have made all the arrangements, **we** will contact **you** to advise who will be coming out to **you** and how long they are expected to take. **You** will then be asked to return to **your vehicle**.

**You will only be able to claim the services we provide by contacting the emergency helpline number.**

### Section A – Misfuelling

The cover will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

#### What is covered

**We** will pay for the following if **your vehicle** is subject to **misfuelling** during the **period of cover** in United Kingdom only. The following applies both on the forecourt on-site and once the **vehicle** has been driven away from the forecourt:

- draining and flushing the fuel tank on site using a specialist roadside **vehicle** or
- recovery of the **vehicle**, the **driver** and up to 6 passengers to the nearest repairer to drain and flush the fuel tank and.
- replenishing the fuel tank with 10 litres of the correct fuel
- up to a maximum value of £250 per claim in any **period of cover**. **You** will be responsible for paying any costs in excess of £250 per claim.
- **We** will only cover 3 claims each year per policy period.

#### Section B What is not covered

The following are not covered under this insurance:

- No claim will be paid relating to **misfuelling** that happened before taking out this policy.
- Where the **misfuelling** occurs outside the **United Kingdom**
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to **your vehicle** whether or not caused as a result of **misfuelling** or the cost of hiring an alternative **vehicle** in the event mechanical or component damage is sustained.

- Any defect arising directly and/or indirectly as a result of **misfuelling** or a defect which existed before the incident of **misfuelling**.
- A commercial **vehicle** in excess of 3.5 tonnes.
- General wear and tear or neglect of the **vehicle**.
- Anything mentioned in the general conditions and exclusions. (Please see section C)

## Section C – General conditions and exclusions that apply to all parts of this policy

**We** will not cover the following.

1. Any **misfuelling** that happens during the first 24 hours after **you** take out cover for the first time.
2. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
3. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside **our** reasonable control, such as severe weather conditions.
4. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.
5. Where **your vehicle** is an emergency **vehicle**, taxi, heavy goods **vehicle** or if **your vehicle** is used for despatch, road-racing, rallying, pace-making, speed testing or any other competitive event;
6. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations.
7. **We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
8. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
9. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
10. **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way, or **you** have provided location details which are incorrect. The payment must be by credit or debit card.
11. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
12. During any 12-month period **we** will not be responsible for more than three claims. If **you** need **our** help for more than the number of claims allowed on **your** policy in a 12-month period of cover **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.
13. This insurance contract is between **you** and **us**. Any person or company who is not involved in this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that act.
14. **We** will not provide cover, pay any claim or provide any benefit 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.

## Cancellation

If **you** find that the cover provided under this policy does not meet **your** needs, please contact **your** supplying broker within 14 days of receiving this document and **we** will cancel this policy. **You** will receive a full refund of **your** premium as long as **you** have not made any claims.

If **you** cancel the policy outside the 14-day period, as long as **you** have not made any claims, **you** will receive a refund of **your** premium for the amount of time left to run on the policy, less an administrative charge of £5.

**We** may cancel this policy by giving **you** at least 14 days written notice at **your** last-known address if:

- **You** fail to pay the premiums after **we** have sent **you** a reminder to do so. If **we** have been unable to collect a premium payment, **we** will contact **you** in writing requesting payment to be made by a specific date. If **we**



do not receive payment by this date **we** will cancel your policy by immediate effect and notify **you** in writing that such cancellation has taken place.

- **You** refuse to allow **us** reasonable access to your property (vehicle and so on) to provide the services **you** have asked for under this policy or if you fail to co-operate with **our** representatives;
- **You** otherwise stop keeping to the terms and conditions of this policy in any significant way; or
- The cost of providing this policy becomes prohibitive

**We** may cancel this policy without giving **you** notice if, by law or other similar reasons, **we** are prevented from providing it. If **we** cancel the policy under this section, **we** will refund the premium paid for the remaining period of insurance, unless **you** have made any claims.

**We** may cancel this policy without giving **you** notice and without refunding **your** premium if **you**:

- Make or try to make a fraudulent claim under your policy;
- Are abusive or threatening towards **our** staff; or
- Repeatedly or seriously break the terms of this policy.

If **you** make a valid claim before the policy is cancelled, **we** will pay it before **we** cancel the policy.

### **Renewal Process**

**Your** insurance broker will contact **you** before your renewal date to discuss **your** renewal options including any changes to the policy that will apply from when **you** renew the policy. If **you** do not want to renew your policy or want to change any of your details, please let **your** insurance broker know at least 15 days before your renewal date.

### **Our promise**

**We** want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do.

### **Complaints procedure**

**You** can write to the Customer Relations team at:  
Customer Relations – Inter Partner Assistance S.A. UK Branch,  
The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK.  
Or, **you** can phone 0345 123 3547  
Email address: quality.assurance@axa-assistance.co.uk

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:  
Financial Ombudsman Service  
Exchange Tower, London, E14 9SR, UK.  
Or **you** can phone 0800 023 4567.  
E-mail: complaint.info@financial-ombudsman.org.uk

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk).

### **Data Protection**

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, for providing breakdown assistance, for policy administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a) use of sensitive information about the health or vulnerability of you or others involved in your breakdown assistance claim, in order to provide the services described in this policy,
- b) disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with breakdown assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) obtaining and storing any relevant and appropriate photographic evidence of the condition of your vehicle which is the subject of the claim, for the purpose of providing services under this policy and validating your claim; and
- e) sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, for example government records of when your MOT is due, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK & both within & outside of the EEA (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance S.A. UK Branch or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk). Alternatively, a hard copy is available from us on request.

### **Alternative formats**

Please contact **your** supplying broker if **you** would like a copy of these terms and conditions in another format such as in large print or on audio disc.