



Misfuelling Assistance Cover UK

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the policy to work. The cover **you** hold is set out in the accompanying **certificate of insurance**.

This policy is provided on behalf of Nice 1 Limited of Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ. Nice 1 Limited is authorised and regulated by the Financial Conduct Authority (FCA Number 650309). Its registered office is at Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ. Registered in England No. 6082902

INSURER

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England under Company number 03034220. Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, SK8 3GW.

Cancellation

You may cancel this policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter, **you** may cancel the policy at any time, however no refund of premium will be available. If **you** cancel the policy **you** must contact **your** insurance adviser.

We may cancel this policy at any time provided that **we** give **you** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **you** in relation to any other claim under the policy.

Where **we** cancel this policy no refund of premium will be available. If **we** cancel the policy

we will write to **you** at **your** address shown in **our** records.

JURISDICTION AND LAW

This **misfuelling assistance policy** is governed by the laws of England and Wales.

DEMANDS AND NEEDS

This **misfuelling assistance policy** meets the demands and needs of a policy holder seeking to protect themselves should they accidentally or involuntary fill the fuel tank with the incorrect fuel for the insured vehicle.

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**

Financial & Legal Insurance Company Limited of No.1 Lakeside, Cheadle Royal Business Park, Cheadle, SK8 3GW.

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 Nice 1 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: 0161 3939907

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.

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.

HOW TO MAKE A COMPLAINT

Our aim is to provide a first class standard of service at all times.

If **you** feel that **you** have been let down and **you** wish to raise a Complaint about the sale of this policy, please contact **your** insurance adviser.

If you feel that **we** have let **you** down and **you** wish to raise a complaint, please contact **us** on 0161 495 4490 or in writing to The Compliance Department, Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the Certificate number on **your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to **you**. Where this is not possible, **we** will acknowledge **your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **we** will write to **you** and let **you** know what further action **we** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

COMPENSATION SCHEME

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

DATA PROTECTION

We act as the Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.



What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **your**:

1. Name; date of birth, residential address and address history.
2. Contact details such as email address and telephone numbers.
3. Financial and employment details.
4. Identifiers assigned to **your** computer or other internet connected device including **your** Internet Protocol (IP) address.
5. Health or criminal conviction information.
6. Vehicle or household details.
7. Any information which **you** have provided in support of **your** insurance claim.

We may receive information about **You** from the following sources:

1. **Your** insurance broker.
2. From third parties such as credit reference agencies and fraud prevention agencies.
3. From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
4. Directly from **you**.

We will not pass **your** information to any third parties except to enable **us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

1. Solicitors or other **Appointed Representatives**.
2. Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
3. Fraud and crime prevention agencies, including the Police.
4. Other suppliers carrying out a service on **our**, or **your** behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data Retention

We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **your** rights to:

1. Object to **our** processing of your personal data.
2. Request that **your** personal data is erased or corrected.
3. Request access to **your** personal data and data portability.
4. Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **we** hold on **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us**.