

MISFUELLING COVER

Policy Wording



INTRODUCTION

The Insurer

Your Policy is arranged and administered by Policy Excess Insure Limited on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 836031. Registered in England and Wales under Company No. 10706852. The insurance provided by this Policy is underwritten by Financial & Legal Insurance Company Limited who is 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 and Wales under company number 03034220.

Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your Policy schedule. These two documents make up Your insurance contract between You and the insurer. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

Claims

The Claims Manager, a trading name of Bumble Bee Essex Ltd, is authorised by Financial & Legal Insurance Company Limited to handle all claims under this Policy.

Cancellation

In line with Our statutory obligations You may cancel the Policy within 14 days of receiving it, providing no claims have been made against the Policy then a refund of your premium will be issued. Full details, including timeframes, are offered when requesting a cancellation. Should You choose to cancel Your Policy after the 14-day cooling off period We will not make any refund. To cancel Your Policy, please do so via My Account at nova-direct.com/login.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to the email address provided at point of purchase. Valid reasons for cancellation are:

- Fraud,
- Non-payment of Policy premium(s),
- Threatening, abusive, racist or xenophobic behaviour, towards staff or employees,
- Failure to reveal or hide facts which may influence Our acceptance of Your Policy and/or claim,
- Deliberately misrepresent facts to Us, be deliberately

dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence Our acceptance of Your Policy and/or claim.

Renewals

You agree to automatically renew Your Policy with Us unless You specifically notify Us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

You may opt out of auto-renewal via My Account by visiting nova-direct.com/login. Help and guidance can be found at nova-direct.com/customer-service. Details of Your renewal invite will be emailed to You on the email provided at the point of purchase 21 days prior to the expiry of Your Policy. To ensure continuation of cover, Your card will be charged up to 7 days prior to the expiry of Your existing Policy. Should Your payment card decline we will message You a payment link allowing You to pay online in order to ensure continuation of cover. Should You fail to pay for Your renewal prior to the expiry of Your Policy, Your Policy will automatically lapse.

Eligibility for cover

Many motor insurance and breakdown insurance policies do not cover the costs of accidentally misfuelling Your Vehicle with incorrect fuel. Our Misfuelling Insurance Policy provides cover for drainage and refuelling Your Vehicle.

We will arrange and pay for the drainage and flushing of the fuel tank, replenishing the fuel tank with 20 litres of fuel.

This insurance has been effected in respect of the Vehicle identified on the current Policy.

Claims Limit

You may make two claims up to the value of your Indemnity Limit, per policy period.

Indemnity Limit

Our liability in any period of insurance, which is 12 months, is limited to £500.00, after the deduction of any Excess.

Policy Excess

This insurance is subject to a £0.00 excess.

DEFINITIONS

Any words that start with a capital letter and are in bold, have specific meanings and have the same meaning wherever they appear.

Broker - means the insurance intermediary who sold **You** this Policy and who is named in **Your Policy**.

Claims Handler - means The Claims Manager, a trading name of Bumble Bee Essex Ltd.

Electric Vehicle - a Vehicle that is solely powered by an electric motor.

Europe - Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia and Montenegro, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Turkey (west of Bosphorous).

Excess - the first part **You** pay under the terms of the Policy.

Misfuelling / Misfuelled – means accidentally and involuntary filling **Your Vehicle's** fuel tank with inappropriate fuel.

Period Of Cover - the term of **Your Policy** as stated in **Your Policy Schedule**.

Policy - means the Policy Wording and Policy Schedule that form your contract and insurance.

Policyholder - the person named on the Policy Schedule.

Premium - the amount you pay for the Policy which is shown on your Policy schedule.

Short Term European - a single trip to Europe, starting in the UK, lasting no more than 90 days.

Territorial Limits - means England, Scotland and Wales.

United Kingdom - means England, Scotland, Wales, Northern Ireland and the Channel Islands.

Vehicle - means the a car, light van or motorcycle detailed on Your certificate of insurance, which does not exceed 3,500kg (3.5 tonnes) gross weight, 5.5 metres (18 feet) length, 2.3 metres) height, including mirrors.

We/Us/Our/The Company – means Policy Excess Insure Ltd trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

You/Your - means the person who took out this Policy and is named as the Policyholder.

MISFUEL ASSISTANCE

Call **0330 828 6354**

If you are calling from outside the UK

Call **+44330 828 6354**

Lines open 24 hours a day, 365 days a year.

ACCIDENT HELP

Whether you're involved in a fault or non-fault incident

Call **0330 606 2505**

Lines open 24 hours a day, 365 days a year.

YOUR POLICY REFERENCE

You can use this space to make a note of your policy reference. You'll find this on your Policy Schedule.

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WHAT IS COVERED

Within the **Period Of Cover**, if **You** or another person authorised to drive **Your Vehicle** under your motor insurance policy has **Misfuelled Your Vehicle**, **We** arrange and pay for the drainage and flushing of the fuel tank, replenishing the fuel tank with 20 litres of fuel.

Cover applies within the **Territorial Limits**, unless this **Policy** has been purchased together with **Gold**, **Gold XS** or **Short Term European Breakdown Cover**.

On occasions where assistance cannot be arranged, such as lack of contractor availability, or travel plans not being declared when purchased with **Short Term European Cover**, **We** will authorise a pay and reclaim service. Prior approval from our **Claims Handler** is required. Upon approval **You** may arrange for the drainage and flushing of your fuel tank. **We** will cover up to £150.00 if the incident occurs in the United Kingdom and €175.00 in Europe. Please retain any receipt(s) or invoice(s) as these will be required to reclaim the costs. To arrange reimbursement visit theclaimsmanager.com.

WHAT IS NOT COVERED

This **Policy** does not include cover for the following risks.

1. Claims relating to **Misfuelling** which occurred before the **Policy Start Date**.
2. Claims not notified to us within 6 hours of the incident.
3. Any costs incurred by an agent who is not a nominated supplier or authorised by **Us**.
4. Claims caused as a result of foreign matter entering the fuel system other than diesel or petroleum.
5. Mechanical or component damage to **Your Vehicle**, which includes but is limited to; fuel pumps, fuel filters, fuel pressure rail / pipes and fuel injectors.
6. The cost of hiring an alternative **Vehicle** in the event of mechanical or component damage caused by **Misfuelling**.
7. Any **Misfuelling** claim if the **Vehicle** is deemed to be illegal, such as **Vehicles** without a valid MOT certificate, untaxed, uninsured, unroadworthy or dangerous to transport.
8. Minibuses, limousines, horseboxes, motor homes, campervans or converted **Vehicles** providing living accommodation.
9. **Electric Vehicles** and any vehicle being used for any commercial purpose, included but not limited to; motor trade(s), courier, taxi and private hire.

GENERAL EXCLUSIONS

This **Policy** will not apply for any claim caused by, arising from, or relating to, the following:

1. Any claim made under this policy within the first 48 hours immediately following the **Start Date** of cover, unless **Your Policy** has been renewed with **Us** or is **Short Term European**.
2. Direct or indirect loss, damage, or liability caused by, contributed to or arising from:
 - a.) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from a nuclear waste from the combustion of nuclear fuel.
 - b.) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c.) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - d.) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
3. Any claim for fines or penalties imposed by courts.

GENERAL CONDITIONS

We will only provide **You** with the cover described in the **Policy** if :

1. **You** pay the **Premium** on the agreed date(s). If **You** have elected to pay monthly, please note that **You** will be required to settle up any outstanding **Premium** owed before a claim can be progressed against **Your Policy**. It is a basic insurance principle that **Premiums** become non-refundable once a claim has been lodged against a policy; and
2. When making a claim, **You** meet all the conditions as far as they apply; and
3. **You** have taken reasonable care to ensure that declarations made, information given to **Us** orally, electronically or in writing which form the basis of this.

CLAIMS PROCESS

Please note that **Your Policy** is an insurance **Policy** and not a service agreement or membership. This means that in order to obtain assistance an insurance claim must be made. This means that every claim made requires the **Claims Handler** to complete, on **Your** behalf, a claims form which must be approved before authorisation can be given to arrange assistance. **We** will take **Your** first version of events as being the claimed version of events. Attempts to change **Your** claims circumstances thereafter may be treated as misrepresenting **Your** claim in order to gain access to finance services through deceptive means.

Please call our Claim Handlers on **0330 828 6354**. If you are outside the UK please call **+44330 828 6354**. Whilst we offer others forms of contact **We** can only accept a claim via telephone. **We** will take **Your** details and ask **You** to remain by the telephone **You** are calling from. Once **We** have raised **Your** claim, should it be met with a satisfactory outcome, **We** will make all the necessary arrangements for **You**. Please note that the **Claims Handler** will hold the sole dictation on the Claims Handling of **Your** claim and as this is an insurance **Policy**, **You** are under the general obligation to mitigate **Your** losses wherever possible. Should **Your** claim be accepted, **We** will contact **You** to advise who will be coming out to **You** and how long they are expected to take. If you have a **Policy** that requires an **Excess** payment this will need to be paid prior to **Us** arranging and dispatching assistance. Your mobile phone must be switched on and available to take calls at all times.

Claims must be notified to **Us** within 6 hours of the incident occurring or noticed, whichever is sooner. Please note that **We** cannot guarantee the contractors arrival time on scene. **We** use a wide panel of contractors and the time of arrival can vary depending on traffic and weather conditions. The average estimated time of arrive **You** can expect is between 60 and 90 minutes, but on occasion recoveries can take longer or shorter than this through no fault of **Us**. **We** do ask for **Your** patience whilst a contractor is being deployed. **We** will endeavour to keep **You** updated with the Contractors latest update.

Please remember to guard **Your** safety at all times but remain with or nearby **Your Vehicle** until contractor arrives. Once the contractor arrives at the scene please be guided by their safety advice.

If the Police are present at the scene please advise them that **You** have contacted **Us** or give them our telephone number for them to call **Us** on **Your** behalf.

CONDITIONS

Cancellation

In the event that a contractor is dispatched by **Us** and **You** then cancel the request or are either not present at **Your Vehicle** when the contractor arrives at the scene, or the **Vehicle** is not accessible, or no fault can be identified upon inspection, **You** will be charged £100 if within the United Kingdom, or £150 if **You** are in Europe and **You** will lose a call out from **Your Policy**.

Co-Operation

If **We** are able to repair **Your Vehicle** at the roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.

Driving Licence

We will only provide cover where **You** hold a current and valid UK driving licence, or full internationally recognised licence which is approved for use within the United Kingdom by an approved licencing authority.

Other Insurance

If **You** were covered by any other insurance policy, known as dual insurance, for the same cover **We** may split and share the cost of **Your** claim with that Insurer. Where **You** are covered by another form of insurance **You** are obligated to inform **Us**.

Representation

The Consumer Insurance (Disclosure and Representations) Act 2012 requires **You** to take reasonable care and supply accurate and complete answers to all the questions when **You** apply for cover. **You** have an ongoing duty to make sure that all information supplied to us is true and accurate.

This obligation continues to apply during:

- annual renewal of **Your Policy**,
- when making changes to **Your Policy** during the period of insurance,
- when making a claim under this **Policy**.

Should any of **Your** information change, or should **You** become aware that information previously provided is no longer accurate, **You** must tell **Us** as soon as reasonably practicable. If **You** do not answer questions truthfully and accurately this may affect **Your** policy cover. If **You** supply **Us** with incorrect or false information **We** reserve the right to declare **Your Policy** invalid and cancel **Your** cover, and provide no refund of premium. If **You** make a claim, and the information provided is proven to be incorrect or false, **We** may refuse to pay all or part of **Your** claim

For full details of the remedies and actions that **We** can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

Right Of Recovery

We can take proceedings in **Your** name, but at **Our** expense, to recover the amount of any payment made under this **Policy**.

Substitution

This **Policy** only covers the **Vehicle** specified in the **Policy** or reported to and accepted by **Us**. **You** must tell us as soon as possible about any change of **Vehicle**, including details of the registration number, registration date, make and model.

COMPLAINTS

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 please visit our Customer Services portal at nova-direct.com/customer-service where **You** will be able to lodge a complaint specific to **Your** enquiry and **Policy** type.

If **You** wish to lodge a complaint in writing, **You** may do so at:

Policy Excess Insure Ltd (t/a Nova Direct)
3 Redwing Court, Romford, Essex, RM3 8QQ
complaints@nova-direct.com

Alternatively **You** are able to complain to the insurer directly by addressing **Your** complaint to:

Financial & Legal Insurance Company
5400 Lakeside, Cheadle Royal Business Park, Cheadle,
Cheshire, SK8 3GQ

Appeal

If **Your** complaint is still not capable of being resolved **You** have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: 0800 0234567 or 0300 1239123
Web: www.financial-ombudsman.org.uk

This complaints procedure is an addition to **Your** statutory rights as a consumer. Using this complaints procedure or

referral to the Financial Ombudsman Service does not affect **Your** legal rights.

LEGAL & REGULATORY INFORMATION

Compensation Scheme

This **Policy** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If **You** do claim against the scheme, **You** are covered for 90% of **Your** entire claim. **You** can get more information about the scheme at www.fscs.org.uk.

Law and Legal Proceedings Applicable

This **Policy** is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This **Policy** is written in English and all communication between the parties must be in English.

Privacy Policy

By purchasing this **Policy** **You** have consented to **Us** using **Your** information for the purposes of administering this **Policy** and to **Us** being able to transfer **Your** data outside of the European Economic Area for the purposes described within this **Policy**.

The information which **You** have supplied to **Us** maybe used by **Us** to supply **You** with services for which **You** have registered. **We** may use that information to contact **You** to obtain **Your** views on **Our** services, and **We** may contact **You** to inform **You** about important changes to the services **We** offer. **We** may contact **You** by post, mobile phone, text or e-mail. **We** will only contact **You** by the means **You** have requested to be contacted by. If **You** would prefer **Us** not to contact **You** to obtain **Your** views please contact us at customer.service@nova-direct.com.

To prevent fraud, **We** may exchange information with other insurers, and fraud prevention agencies. **Your** information will not be used or disclosed to any other party without **Your** permission unless required to by law.

Data Protection

We will only collect and use **Your** personal data in the following circumstances:

- a.) **Policy** set up and management,
- b.) **We** may collect and use **Your** name, identity and contact information, and personal information associated with **Your** **Policy** for the purpose of deciding whether to enter into, and when performing the agreement, between **Us** to provide **You** with **Your** **Policy**.
- c.) **We** may use automated decision making procedures to

decide on the availability of a Policy and its terms.

You may express Your views and request an individual review any automated decision by contacting Us.

d.) We may share personal data collected with the insurer to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,

e) We will retain the personal data used to decide whether to enter into a Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area We will ensure that they apply the same levels of protection as We are required to apply to information held in the UK and to use Your information only for the purposes that We are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask Us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting:
customer.service@nova-direct.com.

If You have any questions about how We handle Your personal data please contact Us. Please note that We record telephone calls for training and evidentiary purposes.