



Misfuelling Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited. This cover is provided to **you** in return for payment of the premium.

Policy Wording

Who does it cover?

The person named on the certificate of motor insurance policy.

What criteria apply?

The policyholder must have a motor insurance policy throughout the duration of the Misfuel Insurance policy.

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or **your** insurance broker may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

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How to make a claim

To notify a claim please call **our** claims department immediately.

CALL: **0333 241 3400**

Please quote "Misfuelling" in all communications.

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

Or **you** can write to **us** at:

Coplus Claims
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA

Your details will be passed to **our** claims team who will handle **your** claim. Any queries in relation to **your** claim, after the initial notification, should be directed to the claims team.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Coplus
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA
 Telephone: **0333 241 3359**

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
 Exchange Tower
 London
 E14 9SR
Telephone: 0800 023 4567 or Email: complaint.info@financial-ombudsman.org.uk
 Website: www.financial-ombudsman.org.uk

Our regulator and Insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal procedure

The term of **your** Misfuelling policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands and the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and **us**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without **our** express prior written consent.

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Astrenska Insurance Limited cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Administrator, We Us, Our:

Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.

Approved Repairer:

A firm or trader appointed by the claims **administrator**.

Claim Limit:

The maximum amount payable under the **misfuelling** section of **your** policy is £2,500 (including Vat) in any one **period of Insurance**, subject to an **excess**.

Excess:

The first £25 of each and every claim.

Insurer:

Astrenska Insurance Limited.

Misfuelled, Misfuelling, Misfuel:

Putting petrol in the fuel tank of a diesel-engine **vehicle**, or diesel in the fuel tank of a petrol - engine **vehicle** in error.

Period of Insurance:

12 calendar months from the date of inception of this insurance as detailed on the **policy schedule**.

Policy schedule:	The document issued to you which details your name and home address and the vehicle(s) covered by this insurance.
Territorial Limits:	The United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man.
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Vehicle(s):	The motor vehicle(s) specified in the policy schedule .
You, Your:	The policyholder named on the policy schedule .

Cover

Within the **period of insurance**, if **you** or another person authorised to drive the **vehicle** under **your** motor insurance policy has **misfuelled your vehicle** within the **territorial limits**, the **insurer** will pay all reasonable costs up to the **claim limit** to repair **your vehicle**. This will include replacement of certain parts which may include but are not limited to fuel pumps, fuel filters, fuel pressure rail / pipes and all fuel injectors if replacement is recommended by the manufacturer of **your vehicle** following **misfuelling**.

General Conditions

1. Claims

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order the insurance cover to apply:

- a) All claims must be notified and authorised by **us** prior to any expense being incurred.
If a claim cannot be validated at the time it is reported to **our** claim department, **you** may still utilise the services of **our** agent but **you** will be responsible for paying any fees, If **our** claims department are able to validate **your** policy at a later date **our** claims department will refund the charge made in full within 14 days of the validation of **your** policy, subject to policy terms and conditions;
- b) The **vehicle** must be free of any pre-existing faults at the time of issue of the policy;
- c) The **insurer** will repair or replace those parts listed by the **approved repairer** during the **period of insurance**, including the cost of parts and labour at the agreed **approved repairer** labour rate up to the maximum amount specified in this policy;
- d) The **insurer** reserves the right to take over and carry out the pursuit, defence and settlement of any claim in **your** name after a payment has been made under this policy to recover **our** outlay from a third party or their **insurer**;
- e) **You** must take all reasonable steps to prevent loss or damage to the **vehicle** and observe the terms and conditions of this policy;
- f) When a claim is made and there is other insurance in force which would entitle **you** to claim for the same loss, the **insurer** will only pay the **insurers** rateable proportion of such loss;
- g) If the **insurer** need to dismantle of the **vehicle** or a covered component to determine the validity of a claim, **you** must authorise **our** claims department to do this. Any costs incurred will only be met as part of a valid claim;
- h) Repairs under this policy can only be carried out by the **approved repairer**;
- i) **Our** claims department can specify the use of guaranteed exchange or factored parts. The **insurer's** parts liability for any claim will be limited to the cost of these components.

2. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour

- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

7. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

Excluded vehicles

1) Excluded Vehicles

Cover does not apply in respect of the following **vehicles**:

- All American, Australian and Canadian **vehicles** (unless built for the UK market);
- Stretched limousines;
- Aston Martin;
- Bentley;
- BMW 'M' series;
- Bristol;

- Bugatti;
- Caterham;
- Daimler 12 cylinder models;
- De Tomaso;
- Ferrari;
- Ford Cosworth models;
- Hummer;
- Jaguars exceeding 4000cc;
- Kit cars;
- Lamborghini;
- Lancia Delta Integrale/8.32 Models;
- LCC Rocket;
- Lotus;
- LPG powered **vehicles**;
- Marcos;
- Maserati;
- McLaren F1;
- Mitsubishi 3000 GT;
- Morgan;
- Nissan 300ZX/Skyline;
- Noble M10;
- Panther;
- Porsche other than Boxster models;
- Rolls Royce;
- Rotary engine **vehicles**;
- Subaru SVX / Impreza WRX;
- TVR;
- Venturi;
- Westfield,
- Service **vehicles** (police, ambulance etc);
- Vans with a carrying capacity exceeding 3500kg;
- Taxis
- Any **vehicle** used for Hire & Reward.

General Exclusions

- 1) The **insurer** will not pay claims in respect of **misfuelling** which arises from or is associated with:
 - i) Routine servicing, maintenance or repair of the **vehicle**;
 - ii) A deliberate or wilful act;
 - iii) Components which are subject to recall, repair or replacement by the manufacturer or any claim which is attributable to a manufacturer's design defect;
 - iv) The policy **excess**.
- 2) **Misfuelling** which occurs outside the **territorial limits**;
- 3) **Misfuelling** which occurs outside the **period of insurance**;
- 4) Any damage to the **vehicle** or any trailer or any **vehicle** or trailer contents whilst being recovered or transported;
- 5) The transportation or arrangement of the transportation of any animal or livestock;
- 6) i) Any **vehicle** that normally uses bio-diesel, ethanol, red diesel, autogas (LPG), Leaded fuel (4 Star) or any other non-standard fuel; or
 ii) Any **vehicle** whose fuel supply has been modified, including but not limited to a **vehicle** modified to use bio-diesel;
- 7) Any **vehicle** that is not registered for road use;
- 8) Any claim resulting from foreign matter entering the fuel system except the incorrect petrol or diesel.
- 9) Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

- 10) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 11) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Astrenska Privacy Notice

How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.