

PolicyPlan



YOUR COURIERPRIME
INSURANCE POLICY

About this policy

This **policy** forms part of **your** legal contract with **us**. In this booklet, **we** also define exactly what **you** are covered for.

But first, here's what to do if **you** need **us**.

Getting in touch

If **you** need to make a claim, **we're** here to support **you**. Just call **our** claims helpline for assistance:

For claims relating to **damage** to **your vehicle**, **damage you** have caused to another person's **vehicle** or property, injury caused to other persons, **theft** of **your vehicle** or a **vehicle fire**:

+44 (0)844 811 2028

For claims relating to loss of or **damage** to another person's **goods you** were carrying at the time (Section 5):

+44 (0)845 600 8160

Our claims team is available Monday to Friday 9am to 5pm.

Making a claim

When **you** call the claims helpline, **we** will record the details of **your** incident. **We'll** also be able to confirm:

- whether **your policy** covers **you** for the incident
- any **excess** that **you'll** have to pay
- the steps involved in making **your** claim, which **we'll** manage on **your** behalf.

Details to have to hand

When calling the claims helpline, please have **your policy** number to hand if **you** can. This number is written on **your policy schedule**. This helps **us** to find **your policy** records quickly and deal with **your** call as efficiently as possible.

If **you're** unable to locate **your policy** number don't let this delay **your** reporting of the incident.

Telephone call recording

For **our** joint protection, telephone calls may be recorded and/or monitored.

Contract of insurance

This **policy**, the information **you** have provided and the **schedule** form the contract of insurance between **you**, the policyholder and **us**, the insurer.

The insurance is arranged and administered by:

PolicyPlan *[a trading style of Staveley Head Limited]*

Staveley House
Church Street
Connah's Quay CH5 4AS

Section 1, 2, 3 and 4 of this insurance are underwritten by:

Qudos Insurance A/S
Kongevejen 371
DK- 2840 Holte
Denmark

Section 5 of this insurance is underwritten by:

Zurich Insurance plc
UK Branch Head Office:
The Zurich Centre
3000 Parkway
Whiteley
Fareham
Hampshire
PO15 7JZ

In return for **your** premium, **we** will provide the cover shown in the **schedule** for loss or **damage** that happens within the **territorial limits** during the **period of insurance**.

Choice of law

The law of England and Wales will apply to this contract unless **you** and the insurer agree otherwise.

Changes we need to know about

Please tell **us** or **your** insurance adviser immediately **you** become aware of any changes to **your** circumstances which may affect this insurance or any other material facts.

Your cancellation rights

You have a statutory right to cancel **your policy** within 14 days from the day of purchase of the contract or the day on which **you** receive **your policy** documentation, whichever is the later.

If **you** wish to do so and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid, less an administrative charge of £40.00. Alternatively, if **you** wish to do so and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a pro-rata deduction for the period **you** have received cover plus an administrative charge of £40.00. No refunds will be allowed where a claim has been made, or an incident reported which may give rise to a claim.

To exercise **your** right to cancel **your policy**, please contact **us** or **your** insurance adviser.

You must destroy all **policy** documentation immediately following cancellation.

If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

If **you** wish to cancel **your policy** outside of the 14 day cooling-off period, **you** will be entitled to a rebate of premium on the following scale:

Period of cover not exceeding:	Percentage of annual premium returned:
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
Over 7 months	Nil

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Section 1

Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or **damaged**, **we** will make the decision to, either:

- pay for **your vehicle** to be repaired;
- replace **your vehicle**; or
- pay **you** a cash amount equal to the loss or **damage**.

The same cover applies to:

- **accessories** (subject to a limit of £500) and spare parts; and
- fixtures and fittings;

while these are in or on **your vehicle**.

We will also pay for loss or **damage** to **your vehicle's** audio equipment, subject to a limit of £250, which is away from **your vehicle**, if this equipment:

- has been designed to be removed or partly removed from **your vehicle**;
- cannot work without being attached to **your vehicle**; and
- has been temporarily removed for security or maintenance purposes.

The most **we** will pay will be the **market value** of **your vehicle** at the time of loss, but not more than **your** estimate of value shown in **our** records and always subject to the individual limits shown above.

If **we** know that **you** are still paying for **your vehicle** under a hire purchase or leasing agreement, **we** will make any payment due to the owner described in that agreement.

Our liability under this **policy** will then end.

If **your vehicle** cannot be driven due to loss or **damage** insured under this **policy**, **we** will pay the reasonable cost of delivering it to **you** at **your** address in Great Britain.

New vehicle replacement

We will replace **your vehicle** with a new **vehicle** of the same make and specification (if one is available) if, within six months of **you** or **your partner** buying it new:

- the cost of repairing any **damage** covered by the **policy** is more than 60% of its United Kingdom list price (including **vehicle** tax and VAT) at the time **you** or **your partner** bought it;

or

- **your vehicle** is stolen and not recovered

We will only replace **your vehicle** if:

- **you** or **your partner** own the **vehicle** or bought it under a hire-purchase agreement (**we** will not replace any **vehicle** that is the subject of any type of leasing or contract hire agreement);
- any interested hire-purchase company agrees; and
- **you** or **your partner** are the first registered owner of **your vehicle**.

Excesses

If **your vehicle** (including its **accessories**, spare parts, fixtures and fittings) is lost stolen or **damaged**, **you** will have to pay for the first £500 of any claim.

This **excess** applies as well as any voluntary and other compulsory **excesses** that may apply.

For broken glass in windscreens, sunroofs or windows (or for any scratching of the bodywork as a result of broken glass) **you** must notify **our** claims department on **0844 858 4141** before any work is carried out for repair or replacement of glass in **your vehicle**. Once **you** notify **us** **we** will direct **you** to an approved repairer.

Replacement

If **you** use **our** approved glass repairers and **your** claim is for loss of or **damage** to the glass in **your** van's windscreen, sunroof or windows, **you** will have to pay the first £100, 'the **excess**', of the cost of repairs.

If **you** choose not to use one of **our** approved glass repairers the **limit of liability** under this **policy** is £200. In every case **you** will still have to pay the first £100, 'the **excess**', of the cost of replacing the glass which means **we** will only pay any additional costs up to the value of £100.

You will be responsible for paying any costs over and above this amount.

Repair

If the glass is repaired rather than replaced then no **excess** will apply. **Your** no claim discount will not be affected by making a claim under this section.

Exceptions to Section 1

Your policy does not cover the following:

- Loss of use, wear and tear, reduction in value, mechanical, electrical or electronic breakdown, or computer equipment, failures, breakdowns or breakages.
- Loss or **damage** arising from **theft** while the ignition keys of **your vehicle** have been left in or on **your vehicle**.
- **Damage** to tyres caused by braking or by punctures, cuts or bursts.
- Loss or **damage** resulting from pressure waves caused by aircraft or other objects in the air that are travelling at sonic or supersonic speed.
- Loss of value following a repair.
- Loss or **damage** caused directly or indirectly by **fire** if **your vehicle** is equipped for the cooking or heating food or drink.
- The confiscation or requisition or destruction under an order made by any Government or public or local authority.
- Loss or **damage** to audio equipment or satellite navigation systems fitted to **your vehicle**.

Section 2

Liability to third parties

Your liability to third parties

We will insure **you** for any compensation **you** may have to pay (and any expenses **we** agree) as a result of **you** being legally liable following:

- death or bodily injury to anyone else for an unlimited amount; and
- **damage** to anyone else's property, up to £5,000,000 for any one claim or all claims arising from any one incident.

This section only applies if the death, bodily injury or **damage** arises out of an accident caused by or in connection with:

- **your vehicle**, including its loading and unloading; or
- any **trailer** while it is being towed by **your vehicle**.

In respect of **terrorism** where **we** are obliged by the **Road Traffic Acts**, to provide insurance, the maximum amount **we** will pay for **damage** to property as a result of any accident or accidents caused by **your vehicle** or **vehicles** being driven or used by **you** or any other person, and for which cover is provided under this section, will be £5,000,000 in respect of all claims resulting directly or indirectly from one cause or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

Liability to other people who drive or use your vehicle

On the same basis as **we** insure **you** under this section, **we** will also insure the following people:

- Any person **you** give permission to drive **your vehicle**, as long as **your certificate of motor insurance** allows that person to drive.
- Any person **you** give permission to use (but not drive) **your vehicle** for social, domestic and pleasure purposes, as long as that use is included on the **certificate of motor insurance**.
- Any passenger travelling in or getting into or out of **your vehicle**.

Insurance for the owner of the vehicle

If **we** know **your vehicle** is the subject of a leasing or contract hire agreement between **you** and the owner of **your vehicle**, **we** will insure the owner in the same way that **we** will insure **you** under this section if there is an accident while **your vehicle** is let, on hire or leased under the agreement, as long as **your vehicle** is:

- not being driven by the owner;
- not being driven by a person who is employed by the owner; or
- in the charge of but not being driven by the owner or any person who is employed by the owner;

and

- the owner cannot claim under another **policy**; and
- the owner follows the terms, exceptions and conditions of this **policy** as far as they can.

Insurance for legal personal representatives

If anyone who is insured under this section dies, **we** will protect his or her legal personal representatives against any liability that the person had which is covered under this section.

Legal costs

We will pay the following legal costs if they relate to an incident which is covered under this section:

The fees of solicitors **we** ask to represent anyone **we** insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a magistrates' court. Fees for legal representatives **we** ask to defend anyone **we** insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

Cross liabilities

Where there is more than one insured person named in **your schedule**, each one will be covered as if they are the only insured person covered under this **policy**. But **we** will only pay up to £2,000,000 for **damage** to anyone else's property for any one claim or a number of claims relating to one incident.

Application of indemnity limits

If there is an accident which involves **us** paying more than one person, any limitation under the terms of this **policy** or any **clause** relating to the maximum amount payable will apply and **we** will settle **your** payment first.

Exceptions to Section 2

We will not cover the following:

- Any claim if any person insured under this section fails to follow the terms, exceptions and conditions of this **policy** as far as they apply, or if they are entitled to claim payment under any other insurance **policy**.
- The death of or bodily injury of any employee of the person who is insured which arises out of the course of their employment, except where liability must be covered by us under the **Road Traffic Acts**.
- Loss or **damage** to property that:
 - a. belongs to or is in the care of anyone we insure who claims under this section; or
 - b. is being carried in **your vehicle**.
- Loss, **damage**, death or bodily injury caused or which happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your vehicle**, bringing a load to **your vehicle** for loading or taking a load away from **your vehicle** after unloading it.
- Damage to premises (or to the fixtures and fittings) where the damage is insured by another policy.
- Damage to any vehicle where cover in connection with how the **vehicle** is used or driven is provided under this section.
- All loss, **damage**, death or bodily injury caused directly or indirectly by pollution or contamination, unless it is caused by a sudden, identifiable, unintended and unexpected incident which happens in total at a specific time and place during the **period of insurance**, unless the liability cover is a requirement of the **Road Traffic Acts**. For the purposes of this exception, pollution or contamination means all pollution or contamination of buildings or other structures, or of water, land or the atmosphere.
- The death, bodily injury or illness of any person caused by food poisoning, anything harmful contained in any **goods** supplied, or any harmful or incorrect treatment given at or from the **vehicle**.
- All loss, **damage**, death or bodily injury while **your vehicle** is being used in:
 - a. the part of an aerodrome or airport that is provided for aircraft to take off and land;
 - b. aircraft parking areas, including the associated service roads and ground equipment areas; and
 - c. areas of passenger terminals which come within the customs examination area, except where this liability must be covered by the **Road Traffic Acts**.
- To any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism**, regardless of any contributory cause or event, except where such liability is required to be covered by the **Road Traffic Acts**.

Section 3

Emergency treatment

We will refund any person using **your vehicle** for payments they have to make under the **Road Traffic Acts** for emergency medical treatment.

A payment made under this section will not affect **your** no claim discount.

Section 4

Foreign use

As well as providing cover within the **territorial limits**, this **policy**, in line with European Union directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of European Communities Directive 72/166/EEC relating to civil liabilities arising from using a motor vehicle (eligible countries change from time to time so ask your insurance adviser for the current list).

The level of cover provided will be the minimum needed to follow the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in that Member State.

If **you** have opted to pay an additional premium to include foreign use and **your schedule** notes foreign use as operative **we** will extend the level of cover shown in **your schedule** to include :

- any other country which is a member of the European Union and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of European Directive 72/1666 EEC relating to civil liabilities arising from using a motor vehicle (eligible countries change from time to time so ask your insurance adviser for the current list).

Provided that:

- the insured vehicle must be taxed and registered in the UK
- your main permanent home must be in the UK and your visit abroad is only temporary.

Extensions to Section 4

Cover under this section includes:

- reimbursement of any custom duty you may have to pay that arises as the direct result of any loss damage covered by your policy.

Section 5

Freight Liability

Cover

We will indemnify you in respect of all sums which you may become legally liable to pay as road carrier or bailee in respect of accidental physical loss or **damage** to **goods** carried:

- under the contract terms stated in the schedule (limit of indemnity as stated in the schedule);
- where liability is determined under common law due to a court of law setting aside the contract conditions that **goods** were carried under (limit of indemnity £500,000 any one **occurrence**);

occurring within the territorial limits.

In addition to any limit of indemnity **we** will pay costs and expenses.

Additional cover extensions applicable to Section 5 - Freight Liability

Debris Removal and Transhipment and Recovery Charges

This **policy** includes in addition to any other amount recoverable under this **policy** reasonable **costs and expenses** necessarily incurred by **you** in:

- removing and disposing of debris
- transhipment and recovery charges.

We will not pay more than £10,000 any one **occurrence**.

Subcontractors

This **policy** includes cover for **your** legal liability in respect of **goods** in the custody and control of **your** subcontractors or successive subcontractors

Provided always that:

- the subcontractor accepts no less liability than **you**
- **you** obtain written evidence that any subcontractor employed by **you** has insurance to cover the liabilities accepted.

These provisions shall not apply to any subcontractor when acting as a shipping line, airline, port, terminal or railway operator. The burden of proving that the requirements of this **clause** have been complied with shall be upon **you**.

Temporary Storage

This policy includes cover for temporary storage of **goods** in a building of substantial construction in the normal course of transit but excluding where such storage is undertaken:

- for a fee
- subject to a contract for storage and distribution.

Exceptions to Section 5

This section does not cover:

Contractual Liability

Contractual liability arising from any:

- failure to meet any agreed collection, delivery or release time or date
- failure to meet any agreed service standard performance, guarantee or similar
- penalty **clause** or any liability incurred under article 26 of CMR
- failure to collect any payment for cargo including any such liability incurred under article 21 of CMR

Thief Attractive Goods

Theft or attempted **theft** of **thief attractive goods**

This provision shall not apply when **thief attractive goods** are carried unwittingly in sealed containers or as a part of a groupage load. The burden of proving that the carriage was unwitting shall be upon **you**.

Confiscation, Damage or Requisition

Loss, **damage**, liability or expense caused by, contributed to by or arising from confiscation, requisition or seizure by any government or public authority

Death or Injury

Liability arising from death of, injury to or illness of any person

Excluded Goods

Liability arising from loss of or **damage** to **excluded goods**

Excluded Causes

Liability arising from loss of or **damage** caused by

- defective or inadequate packing, preparation or labelling
- wear, tear or gradual deterioration
- ordinary shortage in weight or volume
- depreciation or deterioration arising from variation in temperature
- electrical or mechanical derangement or breakdown of **goods**
- inherent vice
- Exclusions 4) and 5) shall not apply where such loss is caused by **fire**, **theft**, attempted **theft**, collision or overturning of the carrying **vehicle**

Exercise of a Lien

Exercise by **you** or on **your** behalf of any lien

Misconduct

Liability arising from reckless or wilful misconduct by **you**

Nuclear and war risks, government or public authority order and sonic bangs

Loss of or **damage** to **goods** or any loss or expense resulting or arising from or any consequential loss or any legal liability

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Own Vehicle Security

Liability arising from **theft** or attempted **theft** of **goods** while on or contained in any **vehicle** owned by **you** or under **your** control when left **unattended** unless:

- all doors are locked and windows and other means of access are securely closed and fastened and all locks and security devices are properly maintained and set to operate and the keys are removed from the **vehicle**; and
- any alarm or immobiliser is activated
- at any time prior to or after completion of the driver's working day or on non-working days such vehicle shall be:
 - a. garaged in a fully enclosed locked building or be under constant supervision
 - b. in a securely locked or guarded compound surrounded by secure walls or fences
- detached **trailers** have an anti-hitching device fitted and set to operate.

In circumstances where **you** fail to comply with these requirements **we** shall only indemnify **you** to the extent of 80% of any claim after the application of any **excess** with **you** bearing the remaining 20% in addition to the **excess**.

Pollution

Liability arising from the emission, discharge, dispersal, release or escape of any pollutant into water, land or the atmosphere

Removals

Liability arising from household, office, factory or similar removals

Special provisions

Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this **policy** is not enforceable by any third party.

Special Conditions

Increase in Risk

If a change of circumstance after the commencement of this insurance increases the risk of accident, **damage** or **your** interest ceases except by will or operation of law this **policy** will be voidable unless **we** have agreed in writing to accept such alteration.

Vehicle Maintenance Condition

You will at all times maintain any **vehicle** in an efficient and roadworthy condition.

Section 6

No Claims Discount

If **you** do not make a claim under **your policy**, **your** renewal premium will be reduced in line with our scale of no claims discount that applies at the time.

You will not earn a no claims discount under a **policy** that **you** have had for less than 12 months. If **we** agree to transfer this **policy** to another person, the no claims discount that **you** have already earned under this **policy** will not apply to the person to whom the **policy** is being transferred.

If this **policy** applies to more than one **vehicle**, the no claims discount will apply as if a separate **policy** has been issued for each **vehicle**.

Where a claim has been made and **your** no claims discount is not protected, **we** will reduce **your** no claims discount on the vehicle which was the subject of the claim in line with the table below:

No Claims Discount at last renewal date (years)	No Claims Discount at next renewal date (years)	
	1 claim	2 or more claims
1	NIL	NIL
2	NIL	NIL
3	1	NIL
4 or more	2	NIL

General terms and conditions

Anti-fraud databases

You details may be passed on to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI). **We** also exchange information with the police and/or other insurers and other organisations through various databases. The aim is to help **us** check information provided and also to prevent fraudulent claims. Under the conditions of the **policy you** must tell **us** about any incident such as an accident or **theft** which may or may not give rise to a claim. **We** will pass information relating to this incident to the registers.

Alteration

You must tell **us** of any change of circumstances after the start of this insurance which increases the risk of injury or **damage**. **You** will not be insured under this **policy** until **we** have agreed in writing to accept the increased risk.

Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

Assignment

Assignment of interest under this **policy** shall not bind **us** unless and until **our** written consent is endorsed hereon.

Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the policyholder and both **we** and **you** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

Contribution with other insurances

If at the time of any claim there is any other insurance covering the same risk or any part thereof **we** will not be liable for more than its rateable proportion.

Disclosure under the Data Protection Act 1998

We record and hold data in accordance with the Data Protection Act 1998 and follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. **We** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **policy**.

Further, by accessing and updating various databases **we** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and

the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request obtained through application to the appointed Data Controller.

Dispute resolution

All matters in dispute between the parties arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

Document management

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or **damage** be occasioned by wilful act or with the connivance of **you** all benefits under this **policy** shall be forfeited and **we** shall not be liable to pay any outstanding or future claims.

Further any claim paid to **you** in respect of any fraudulent means or device must be repaid to **us**.

Joint indemnity/cross liability clause

If this **policy** is issued in the name of more than one party, the cover provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as the policyholder but the total liability of the insurer for all claims shall not exceed the limits of indemnity stated in this **policy**.

Non-disclosure

This **policy** will be void from inception and of no effect if:

- the proposal or declaration is untrue in any material respect

- **you** make a claim that is fraudulent or deliberately exaggerated
- **you** have made a false declaration or statement in support of any such claim
- the circumstances in which **you** entered into the insurance are altered without **our** consent.

Reasonable care

You will take any reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of employees

Right of recovery

In circumstances where **we** are entitled to refuse an indemnity under the **policy** but are obliged by provision of the law of any territory in which this **policy** operates to make payment to a party who has suffered loss and/or **damage**, **you** shall repay to **us** all such sums as **we** are so obliged to pay.

Observance

The due observance and fulfilment of the terms and conditions of this **policy** insofar as they may relate to anything to be done or complied with by **you** will be a condition of this **policy**. Any waiver by **us** of any term or condition will not prevent **us** from relying on such terms or conditions in the future.

Further where an indemnity is provided to an insured person **you** will arrange for each party to comply with the terms and conditions of this insurance so far as they can apply providing always that the insured person complies with the terms of the duties in the event of a claim or potential claim.

Other Insurances

If at the time of any **occurrence** giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this **policy** in whole or in part or from contributing proportionally **our** liability under this **policy** will be limited to any **excess** beyond the amount which would be payable under such other insurance had this **policy** not been effected.

Claims conditions

The following conditions apply to the whole policy:

Claim notification

Upon learning of any circumstances likely to give rise to a claim **you** must:

- tell **us** as soon as reasonably possible and give **us** any assistance **we** may reasonably require
- preserve any **damaged** or defective **goods** for examination by our representatives unless **we** have authorised **you** to dispose of such property
- as soon as is reasonably possible tell the police if the **damage** is by **theft** or attempted **theft** or by riot or civil labour or political disturbances or vandals or malicious people
- immediately send to **us** any writ or summons issued against **you**
- supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within 30 days after any damage or bodily injury
- take action to minimise the **damage**

Claim settlement

We will have the right to settle a claim by:

- the payment of money
- reinstatement or replacement of the property lost or **damaged**
- repair of the property lost or **damaged**.

If **we** decide upon reinstatement, replacement or repair **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

Negotiation or settlement

You must not admit, deny, negotiate or settle any claim without **our** written consent.

Other insurance

If at the time of the claim there is any other **policy** covering the same property or occurrences insured under this **policy** **we** will be liable only for **our** proportionate share. If any other **policy** has a provision preventing it from contributing in like manner then **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Salvage

We have the right to the salvage of any insured property.

Subrogation rights

We are entitled to:

- take the benefit of rights against another person prior to or after **we** have paid a claim
- take over the defence or settlement of a claim against **you** by another person.

General definitions and interpretation

The following words and/or terms will have the same meaning attached as defined below each time they appear in bold type in this **policy**.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter.

References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity.

References to a statute will be construed to include all its amendments or replacements.

All headings within the **policy** are included for convenience only and will not form part of this **policy**.

Accessories

Parts of **your vehicle** which are not directly related to how it works as a **vehicle**. This includes in-van entertainment, such as a radio, and communication equipment which form part of **your vehicle**, including mobile phones while they are connected to a power source in **your vehicle**.

Business

The **business** stated in the **schedule**.

Certificate of Motor Insurance

The current document that proves **you** have the motor insurance **you** need by law. It shows who can drive **your vehicle** and what **you** can use it for. It is proof that **you** can use **your vehicle** on a road or other public place, as required by the **Road Traffic Acts**.

Costs and expenses

- Claimants' **costs and expenses** which **you** become legally liable to pay
- Costs incurred with **our** written consent in defending any claim

Clause

An extra or alternative wording which changes the terms of **your policy**. The **clauses** which apply are shown in **your schedule**.

CMR

The Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965

Damage

Physical loss, destruction or damage.

Excess

The amount stated in this **policy**, the **schedule** or any endorse-

ment for which **you** will be responsible and which will be deducted from any payment under this **policy** after all other terms and conditions have been applied.

Excluded goods

- Living creatures
- money, securities for money, negotiable instruments, saving stamps, unused postage stamps and anything of a similar nature
- fine arts, bullion, precious metal or stones or articles made of or containing precious metal or stones

Fire

Fire, self-ignition, lightning and explosion.

Full responsibility

Any contract for carriage of **goods** (other than a contract which is subject to CMR) where **you**:

- Do not use contract conditions and do not restrict **your** liability for loss or **damage** to common law or
- use contract conditions but do not wish to restrict **your** liability for loss or **damage** by application of their terms.

Goods

Goods or merchandise not **your** property but for which **you** are legally responsible in accordance with the conditions of trading under which **you** operate as stated in the **schedule**.

Market value

The cost of replacing **your vehicle** with one of the same type and condition.

Occurrence

Any one event or **occurrence** or all **occurrences** of a series consequent on or directly attributable to one original cause.

Other Conditions

Liability under any conditions of contract approved by **us** in writing prior to use.

Period of insurance

Period of insurance means the period shown as such on the **schedule**, which times are taken as Greenwich Mean Time unless otherwise stated.

Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

Road Traffic Acts

Any acts, laws or regulations which govern the driving or use of any motor **vehicle** in Great Britain, Northern Ireland, the Isle of

Man and the Channel Islands.

Schedule

Schedule means the document titled **schedule** that includes the name and address of the insured, the premium and other variables to this standard **policy** (including endorsement **clauses**) and is incorporated in this **policy** and accepted by the insured. **Schedules** may be reissued from time to time where each successor overrides the earlier document.

Statement of fact

Statement of fact means all and any information supplied to the insurer by or on the insured's behalf.

Territorial limits

Great Britain excluding Northern Ireland, the Channel Islands and the Isle of Man.

Theft

Theft or attempted **theft**, or taking **your vehicle** without **your** permission.

Terrorism

- Any act or acts including but not limited to:
 - a. The use or threat of force and/or violence; and/or
 - b. harm or **damage** to life or to property (or threat of such harm or **damage**) including, but not limited to, harm or **damage** by nuclear and/or chemical and/or biological and/or radiological
 - c. means caused or occasioned by any person(s) or group(s) of persons, or so claimed in whole or in part, for political, religious, ideological or similar purposes.
- Any action taken in controlling, preventing, suppressing or in any way relating to any act or acts including but not limited to: a, b or c above.

Thief attractive goods

- alcoholic spirits, processed tobacco or tobacco products
- furs, clothing or footwear
- non ferrous metals
- domestic audio visual equipment or **accessories**
- cigars, cigarettes and tobacco excluding raw leaf tobacco
- computer hardware or software
- mobile phones or other portable communication devices
- microchips, microprocessors, central processing units, system boards, memory boards, memory, sound or video cards or hi-tech components of a similar nature designed to be **used** in or in connection with computers or other electronic devices but not when they are fitted in such a device

Trailer

Any drawbar or semi-trailer.

Unattended

Where neither **you** nor **your** driver or employee (including agency drivers and independent contractors under **your**

direction or control) are in the **vehicle** or in a position to keep the **vehicle** or **goods** under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the **vehicle** and **goods**.

Vehicle

Road vehicles or **trailers** owned or operated by **you**.

We, us or our

PolicyPlan *[a trading style of Staveley Head Limited]* on behalf of the insurer:
Qudos Insurance A/S.
Registered in Denmark No 53112
Registered address is Kongevejen 371, DK- 2840 Holte,
Denmark.

Qudos Insurance A/S is regulated by the Danish Financial Services Authority and is licensed to operate in the United Kingdom by the Financial Conduct Authority under Registration Number 571608.

and

Zurich Insurance plc
A public limited company incorporated in Ireland. Registration number No.13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4,
Ireland.

UK Branch registered in England and Wales Registration number BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway,
Whiteley, Fareham, Hampshire, PO15 7JZ.

Zurich Insurance is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request.

You or your

The person, people or the company stated in the **schedule** as the policyholder.

Your partner

Your partner or **your** husband or wife or who lives at the same address as **you** and shares financial responsibilities with **you**.
This does not include any business partners or associates.

Complaints

What **you** should do if **you** need to make a complaint

We take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question or complaint about this insurance or the conduct of **your** intermediary please contact **your** intermediary in the first instance.

If **you** wish to contact **us** directly then for all insured sections please contact:

The Managing Director

PolicyPlan

Staveley House

Church Street

Connah's Quay CH5 4AS

Tel: +44 (0)845 017 9993 Fax: +44 (0)845 017 9992

Web: www.policyplan.co.uk

Please quote **your policy** number or claim number as appropriate in any correspondence. If, after making a complaint, **you** feel that the matter has not been resolved to **your** satisfaction then if **you** are an eligible complainant **you** may contact:

The Financial Ombudsman Service

South Quay Plaza 2

183 Marsh Wall

Docklands

London E14 9SR

Tel: consumer helpline: 0845 080 1800 Fax: 020 7964 1001

e-mail: complaint.info@financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**, but if **you** are not an eligible complainant then the informal complaint process ceases.

A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.

About the Financial Ombudsman Service (FOS)

Eligible complainants are a private policyholder, a commercial policyholder or charity with a turnover under GBP1m, or a trust with assets under GBP1m. The FOS will only consider a complaint if **you** are an eligible complainant and if:

- **we** have been given an opportunity to resolve it; and
- **we** have sent **you** a final response letter and **you** have referred **your** complaint to the FOS within six (6) months of **our** final response letter; or
- **we** have not responded to **your** complaint with a decision within forty (40) days.

Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the insurer is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of **business** and circumstances of the claim.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portsooken Street, London E1 8BN or from their website (www.fscs.org.uk).