

# PolicyPlan



YOUR COURIER PLUS  
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)844 858 4141**

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

**+44(0)845 017 9993**

For claims relating to **misfuelling** (Section 6):

**+44(0)844 879 4770**

**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  
42 Chester Street  
Flint CH6 5DH

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

Enterprise Insurance Company plc  
R22-R26 Ragged Wharf  
Queensway Quay  
Gibraltar

Section 5 of this insurance is underwritten by:

Andeva Underwriting Limited as underwriting agent for and on behalf of Enterprise Insurance Company plc  
R22-R26 Ragged Wharf  
Queensway Quay  
Gibraltar

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.

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**. One **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 indemnity 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:
  1. belongs to or is in the care of anyone **we** insure who claims under this section; or
  2. 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:
  1. the part of an aerodrome or airport that is provided for aircraft to take off and land;
  2. aircraft parking areas, including the associated service roads and ground equipment areas; and
  3. 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.

## Section 5

### Goods in transit

**You** are covered to the extent provided by this **policy** for physical loss of or **damage** to **goods** occurring within the **territorial limits** during the **period of insurance**, whilst being loaded upon, carried by, unloaded from or temporarily stored in the ordinary course of transit in or on the **vehicle** specified in the **schedule**, for which **you** have **full responsibility**.

Cover is subject to the **limit of indemnity** shown in the **schedule** for any one **occurrence**.

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

### Extensions to Section 5

#### **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:

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

**We** will not pay more than £5,000 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 that:

- a. the subcontractor accepts no less liability than **you**
- b. **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 onus of proving that the exact requirements of this **clause** have been complied with shall rest with **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:

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

#### **Security clause (in respect of comfort breaks)**

*This **clause** shall NOT apply in respect of the carriage of **thief attractive goods** and is subject to an increased **excess** of £1,000.*

**We** will pay for any loss arising from **theft** or attempted **theft** when the **vehicle** is **unattended** during natural and/or meal breaks taken at the same premises as the **vehicle** but which do not exceed thirty minutes in duration.

The onus of proving that the exact requirements of this **clause** have been complied with shall rest with **you**.

## Exceptions to Section 5

This **policy** does not cover:

### Contractual liability

Contractual liability arising from any:

- a. failure to meet any agreed collection, delivery or release time or date
- b. failure to meet any agreed service standard performance, guarantee or similar
- c. penalty **clause** or any liability incurred under any article of CMR

### 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.

### Excess

**You** shall bear the first £250 of each and every claim, but where the **vehicle** is **unattended** and complies with the Security **Clause** (in respect of comfort breaks), **you** shall bear the first £1,000 of each and every claim.

### Excluded goods

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

### Excluded causes

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

- a. defective or inadequate packing, preparation or labelling
- b. wear, tear or gradual deterioration
- c. ordinary shortage in weight or volume
- d. depreciation or deterioration arising from variation in temperature
- e. electrical or mechanical derangement or breakdown of **goods**
- f. inherent vice

Exclusions d) and e) 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:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d. 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
- e. 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
- f. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### Unattended vehicle

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**.

The **vehicle** shall be deemed to be attended while **you** or **your** driver, agent or representative is asleep in the **vehicle** unless **you** or **your** driver, agent or representative is unfit to drive due to the influence of drugs or alcohol.

### Pollution

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

### Removals

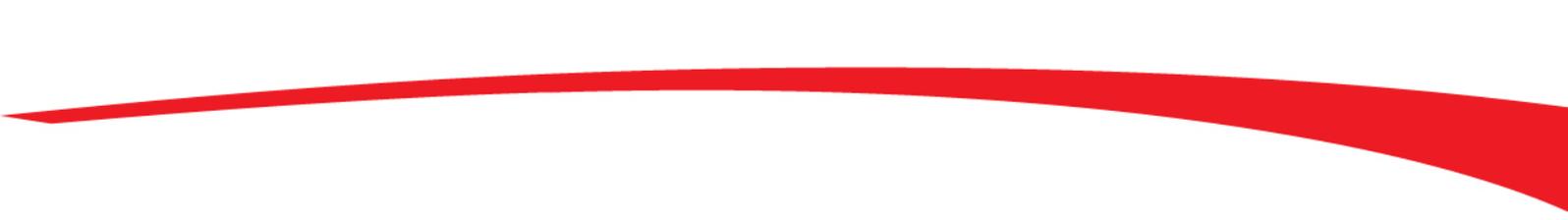
Liability arising from household, office, factory or similar removals.

### Thief attractive goods

Liability arising from **theft** or attempted **theft** of **thief attractive goods**, unless carried by **you**:

- a. unwittingly in sealed containers; or
- b. unwittingly as part of groupage load

The onus of proving that the exact requirements of this condition have been complied with shall rest with **you**.



## Section 6

### Misfuelling cover

In consideration for payment of the premium and subject to the applicable **policy** terms and conditions, **we** will indemnify **you** up to the Limits of Liability stated in the **policy schedule** for **approved costs** properly incurred solely and directly arising from **misfuelling** of an insured **vehicle** (other than for the application of any **policy excess** or first amount payable), where the **date of occurrence** is during the **period of insurance**.

## Exceptions to Section 6

This **policy** does not cover any claim directly or indirectly caused, or contributed to by, or arising from:

- The amount of any **excess** shown in the **schedule**;
- **misfuelling** which takes place outside the U.K.;
- the deliberate **misfuelling** of an insured **vehicle** by any person. If the claim is dishonest or exaggerated in any way, **we** will also cancel all cover immediately and no premium will be refunded;
- the **misfuelling** of an insured **vehicle** by any person under the influence of, or affected by, intoxicating liquor or drugs;
- any costs of any nature howsoever incurred or **damage** to the insured **vehicle** by any cause, other than **misfuelling**;
- any **damage** to the insured **vehicle** or any **trailer** or its contents whilst being recovered or transported;
- any **damage** caused by and/or connected with a **misfuelling** repair or by the continued use of **your** insured **vehicle** after a **misfuelling**;
- any liability or subsequent **damage** arising directly or indirectly from any act performed by, or omission of, the **vehicle** repairer;
- any infringement of any warranty, or guarantee associated with the insured **vehicle** that may be invalidated by **you** choosing and instructing the **vehicle** repairer;
- the costs of all parts, garage, labour or other costs other than costs associated with fuel drainage or recovery;
- more than two claims during the **period of insurance**;
- where, at the **date of occurrence**, Section 1 was inoperative, and the insurers of Section 1 are entitled to repudiate, have repudiated or have refused indemnity under Section 1;
- where any insured driver listed on the **policy schedule** is driving under the 'driving other cars', 'driving other **vehicles**' or any similar extension to any motor insurance other than Section 1;
- where at the **date of occurrence**, the insured driver has never held or has been disqualified from holding or obtaining a driving licence;
- where an insured driver acts in a manner which is prejudicial or is responsible for any unreasonable delay;
- where any amount of the costs of **misfuelling** can be recovered by **you** or an insured driver under any other insurance, or which would have been covered (including any amount that would have been covered within any **excess** applicable) under any other insurance, if this **policy** did not exist;
- **misfuelling** which arises from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or **damage** to property by or under the authority of any government, public or local authority;
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly,
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## General terms and conditions

### Anti-fraud databases

**Your** 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.

### 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.

### **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.

## 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.

### **Approved costs**

Such costs as may be incurred with our approval which arise solely and directly from misfuelling of an insured vehicle and which are limited to:

1. costs of recovery;
2. the costs of draining and/or flushing of the fuel system;

and where such costs are not otherwise recoverable under your motor policy, or from any other source.

In any event, the total amount we will pay as Approved Costs in any one Period of Insurance shall not exceed £500 in the aggregate.

### **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.

### **Clause**

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

### **Costs and expenses**

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

### **Damage**

Physical loss, destruction or damage.

### **Date of occurrence**

The date when Misfuelling took place.

### **Excess**

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

- a. Living creatures
- b. money, securities for money, negotiable instruments, saving stamps, unused postage stamps and anything of a similar nature
- c. 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:

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

### **Flushing**

The washing through of the vehicle's fuel lines and filter to remove residue of the incorrect fuel which has the potential to further damage the engine.

### **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.

### **Limit of liability**

The maximum amount, as specified in the policy schedule, that we will pay you on any one incidence of misfuelling.

### **Market value**

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

### **Misfuelled/misfuelling**

Putting petrol in the fuel tank of a diesel engine vehicle, or diesel in the fuel tank of a petrol engine vehicle but excluding the use of the wrong grade of the same fuel.

### **Occurrence**

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

### **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.

### **Recovery**

The collection of the insured vehicle and transporting it to a vehicle repairer up to a maximum of 30 miles following a misfuelling.

### **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**

1. Any act or acts including but not limited to:
  - The use or threat of force and/or violence; and/or
  - 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
  - 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.
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

### **Thief attractive goods**

- a. alcoholic spirits, processed tobacco or tobacco products
- b. furs, clothing or footwear
- c. non ferrous metals
- d. domestic audio visual equipment or accessories
- e. Cigars, cigarettes and tobacco excluding raw leaf tobacco
- f. computer hardware or software
- g. mobile phones or other portable communication devices
- h. 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**

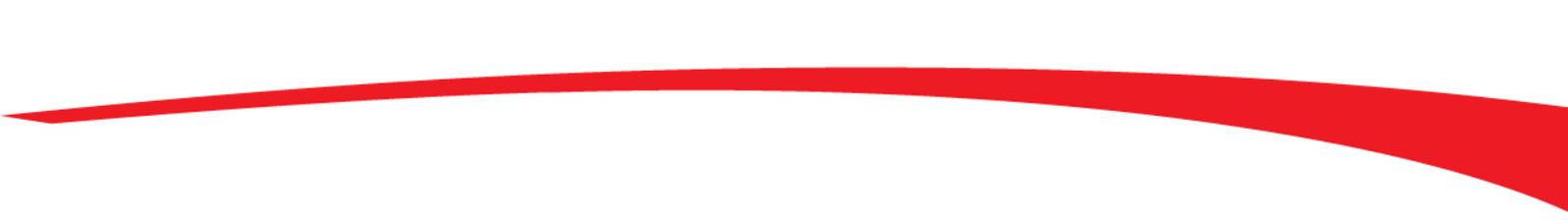
Where neither you nor your driver or employee (including agency drivers and independent contractors under your direction or control) are in the vehicle or in a position to keep the vehicle or goods under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the vehicle and goods.

### **Vehicle**

Road vehicles or trailers owned or operated by you.

### **Vehicle repairer**

A suitably qualified person or company, recommended by us, to repair your insured vehicle that has been misfuelled.



**We, us or our**

PolicyPlan (a trading style of Staveley Head Limited) on behalf of the insurer:

Enterprise Insurance Company plc

Registered in Gibraltar No. 89698

Registered office: Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar

Licensed and regulated by the Financial Services Commission, Gibraltar and authorised to provide insurance in the United Kingdom by the Financial Services Authority (Registration Number 402277)

**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  
42 Chester Street  
Flint CH6 5DH  
Tel: +44 (0)845 017 9991 Fax: +44 (0)845 017 9992  
**Web:** [www.policyplan.co.uk](http://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](mailto: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](http://www.fscs.org.uk)).

