



Zero Liability Terms & Conditions

Looking after your Card:

- (i) The customer agrees that it will take care to keep all Cards issued to it safe and to prevent them from being lost, stolen or used by any person (other than an Authorised User), and will, without prejudice to the generality of the foregoing:-
 - a) Sign or write the vehicle registration on the back of each Card immediately upon receipt;
 - b) Not allow anyone other than an Authorized User to use the Card; and
 - c) Not disclose the PIN to any person other than an Authorised User of that Card.
- (ii) Security of the PIN is paramount and therefore, the Customer agrees that it will (and will procure that any Authorised User will):-
 - a) not write (or otherwise record) the PIN on the Card or any other item normally kept with or near the Card;
 - b) not write the PIN (or otherwise record) in a way that can be easily understood by someone else;
 - c) not disclose the PIN to someone else, including a representative of "Croft";
 - d) destroy the PIN advice immediately after receipt;
 - e) not interfere with any magnetic strip or chip in the Card; and
 - f) comply with all reasonable instructions "Croft" issues regarding keeping the PIN safe.
- (iii) If any card is lost or stolen or if the Customer thinks it may be misused or suspects that someone else knows a PIN, the customer must telephone "Croft" as soon as possible on 0151 929 3170 (or such other number as "Croft" may, from time to time, notify to the Customer).
- (iv) The Customer agrees that it will provide "Croft" with any help "Croft" believes is necessary to try to recover any Card reported lost or stolen in accordance with Clause (15.iii) above or to find out who might have used it or the PIN. In all cases including but not limited to when fraudulent drawings have occurred, the Customer will be required to report the matter to the police, obtain a police crime reference and co-operate with the police and/or "Croft" in efforts to recover the card and/or in any associated civil and/or criminal proceedings.
- (v) The Customer agrees that "Croft" may give the police or any prosecuting authority and/or "Crofts" solicitors any information they need if "Croft" believes it will help them, or that it will avoid or mitigate loss or help recover the card and/or any missing fuel, lubricant, gas oil or other goods and services (or the proceeds thereof).
- (vi) If the Customer finds the card after it has reported the Card missing under Clause 15.iii, the Customer agrees not to use it but to cut it in half and return it immediately to "Croft" by registered post. If the Customer does use the card to draw Fuel or purchase the lubricants or gas oil or other goods and services "Croft" shall be entitled to take the amount of the withdrawal out of the Customer's account.
Responsibility for Loss
- (vii) If the Customer does not receive the Card from "Croft" (for example, if it is lost in the post), and it has notified "Croft" of such non-receipt, in accordance with Clause (15.iii), "Croft" agrees that it will credit the value of any fuel or lubricants or gas oil or other good and services taken from the Customer's account if it is proven that someone else has misused the Card.
- (viii) Until such time as the Customer informs "Croft" under clause (15.iii) that the Card has been lost or stolen, or may be misused, or that someone else knows the PIN, the Customer will be responsible for all drawings of Fuel and purchases of lubricants or gas oil or other goods and services made using the Card.
- (ix) The Customer will not be responsible for any transactions made using a Card issued to it after the Customer has reported it lost or stolen under clause (15.iii), unless the Card is used by the Customer or any Authorised User on their behalf or if the Customer or any Authorised User has been fraudulent or negligent. "Croft" agrees that it will credit the Customer's account following the completion of our internal investigation and any external enquiry covered under clauses (15.iv) and (15.v)
- (x) "Croft" will not be responsible and will accept no liability for any loss or expense suffered by the Customer if:
 - (a) a card is damaged; or
 - (b) Any person or machine refuses to accept a Card
- (xi) If the Customer requests "Croft" to deactivate a Card for any reason other than loss or theft, the Customer will remain responsible for transactions on the Card until such time as the card is cut in half and returned to (and received by) "Croft" by registered post
Card Management
- (xii) Cards shall at all times remain the property of "Croft" and shall be returned to "Croft" on demand;
- (xiii) The Customer shall forthwith notify "Croft" if at any time the Customer suspends cancels or otherwise prohibits use of any Card for any reason and if such notification is given orally it must as soon as is reasonably practicable be confirmed in writing. Such notification shall include details of the Authorised User's name and Card number. In the event that a Card is cancelled and/or withdrawn from use the Customer will in addition to the above confirm in writing that the Card in question has been physically destroyed. Failure to confirm such destruction will prevent the cancellation and the Card in question will remain on stop until the expiry date thereof has been reached. The Customer shall indemnify and keep indemnified "Croft" its estate and effects against all damages costs expenses and liability of whatsoever nature, which "Croft" shall suffer by reason of the subsequent use of a Card that the Customer had confirmed as being destroyed;