



# **Commercial Vehicle Insurance Policy Wording**

## YOUR POLICY

This document is a legally binding contract between **us** and **you, our insured**.

The contract is based upon the information **you** gave **us** in the proposal form or statement of fact and any other information given either verbally or in writing by **you** or on **your behalf** in the formation and throughout the duration of the contract.

**We** have agreed to insure **you** under the terms of this contract, and the accompanying **certificate of motor insurance**, and the accompanying **schedule** which may show endorsements applicable, against liability, loss or damage during the period of insurance for which **you** have paid or agreed to pay the premium.

**You** must read this policy wording, **certificate of motor insurance** and **schedule** together, to ensure they give **you** the cover **you** want.

This policy is governed by the law which applies in the part of the **United Kingdom** in which **you** live, unless otherwise agreed by **you** and **us** before this Policy starts.

## INSURER INFORMATION

**Your** policy is underwritten by Gefion Insurance A/S licensed by the Danish Financial Services Authority license number 53117.

A handwritten signature in blue ink, appearing to read "S White".

S White

Chairman

For Pukka Insure Ltd

Pukka Insure Ltd are the administrators of this policy for and on behalf of Gefion Insurance A/S.

Pukka Insure Ltd is a private limited company incorporated in Gibraltar (Company Number: 113487), Registered Office: Suite 2, The Cottage, 13-15 Giros Passage, Gibraltar, GX11 1AA. **We** are authorised and regulated by the Gibraltar Financial Services Commission (FSC1280B) and subject to limited regulation by the Financial Conduct Authority.

Action 365 Ltd, are authorised and regulated by the Financial Conduct Authority (FRN 306011) and are the claims administrators for this policy. Registered in England and Wales: Company No: 3839322. Registered Address: Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire, SK8 6RL.

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## DEFINITIONS

Definitions of words and phrases used in this document and are shown in bold throughout the policy.

<b>Accessories</b>	<b>Standard</b> parts or products specifically designed to be fitted to <b>your motor vehicle</b> , including the manufacturer's standard tool kit and the motor vehicle's safety equipment. <b>You</b> must notify <b>your insurance intermediary</b> of any alterations to <b>your motor vehicle</b> , as <b>we</b> may treat some <b>accessories</b> as modifications.
<b>Approved Repairer</b>	A facility approved by <b>us</b> for the repair, damage assessment and/or storage of <b>your motor vehicle</b> .
<b>Certificate of Motor Insurance</b>	A document, which is legal evidence of <b>your</b> insurance and is required by law and form a part of this contract of insurance. The <b>certificate of motor insurance</b> must be read with this policy wording. It shows who can drive <b>your motor vehicle</b> and what purpose it can be used for.
<b>Endorsement</b>	A change to the terms of <b>your</b> policy, and shown on <b>your schedule</b> which replaces or alters the standard policy wording.
<b>Excess</b>	The amount <b>you</b> will have to pay towards any claim and shown on <b>your schedule</b> or policy section. An amount which is not covered by <b>your</b> insurance. <b>You</b> are responsible for the <b>excess</b> even if the incident is not <b>your</b> fault.
<b>Fire</b>	<b>Fire</b> , lightning, explosion or self-ignition.
<b>Hazardous Goods</b>	Explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, radioactive material or corrosive substances.
<b>Insurance Intermediary</b>	The Insurance Broker, Agent or Intermediary who acting on <b>your</b> behalf has placed this insurance with <b>us</b> .
<b>Motor Policy</b>	The document consisting of <b>your</b> Proposal Form or Statement of Fact, our motor insurance Policy Wording, <b>your</b> certificate of motor insurance, schedule, and any endorsements.
<b>Motor Vehicle</b>	The <b>motor vehicle(s)</b> including spare parts and <b>accessories</b> for which <b>we</b> have issued a <b>certificate of motor insurance</b> . The vehicle must not weigh more than 3.5 tonnes GVW (Gross Vehicle Weight).
<b>Market Value</b>	The cost of replacing <b>your motor vehicle</b> with one of similar type, age, and/or condition at the time of the loss as assessed by <b>us</b> . <b>We</b> use guides which refer to vehicle values, engineers and any other relevant

sources to assess the **market value**. The valuation will not be more than the last estimated value **you** have declared to **us**.

<b>Period of Insurance</b>	The period of time covered by this insurance as shown in the <b>schedule</b> and/or <b>certificate of motor insurance</b> , and for which <b>we</b> have accepted <b>your</b> premium.
<b>Personal Belongings</b>	Property which is worn or used in everyday life and which belongs to <b>you</b> whilst in the insured <b>motor vehicle</b> .
<b>Repair Quality</b>	Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to <b>your motor vehicle</b> by our <b>approved repairer</b> .
<b>Road Traffic Act(s)/Law(s)</b>	The laws which include details of the minimum motor insurance cover needed in the <b>United Kingdom</b> .
<b>Schedule</b>	The document that identifies the policyholder, and sets out details of the cover <b>your</b> policy supplies. The schedule forms part of this contract of insurance.
<b>Statement of Fact</b>	The form that shows the information that <b>you</b> gave <b>us</b> or that was given on <b>your</b> behalf at the time <b>you</b> applied for this insurance. <b>We</b> have relied on the information provided on this form in entering into this contract of insurance. If there are any alterations to the facts shown in this form <b>you</b> should inform <b>your insurance intermediary</b> as soon as possible.
<b>Territorial Limits</b>	Countries within the <b>United Kingdom (UK)</b> , and the European Union (EU), Andorra, Iceland, Norway and Switzerland.
<b>Theft</b>	Any <b>theft</b> or attempted <b>theft</b> which has been reported to the Police.
<b>United Kingdom / UK</b>	England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands (including transit by sea, air, rail or within and between these places).
<b>We/Us</b>	Pukka Insure Ltd and Gefion Insurance A/S
<b>You/Your</b>	The person or company named in the <b>schedule</b> and <b>certificate of motor insurance</b> as the Insured or Policyholder.

## POLICY COVER

**You** should refer to **your schedule** to establish the cover which applies to **your** insurance. The following then confirms the sections of this document that apply:

<b>Comprehensive Cover</b>	All Sections apply
<b>Third Party Fire and Theft Cover</b>	Sections 1, 2, 5 and 6 apply

## SECTION 1 – THIRD PARTY LIABILITY COVER ONLY

### What is Covered

**We** will cover **you** for **your** legal responsibility if there is an accident which involves **your motor vehicle** and **you**:

- kill or injure someone; or
- damage their property or their vehicle.

This cover also applies to any accident caused by a trailer, caravan or vehicle **you** are towing.

### Other People Using Your Vehicle

**We** will also provide the same cover for:

- anyone allowed by the **certificate of motor insurance** to drive **your motor vehicle**, as long as they have **your** permission;
- the legal personal representative of anyone covered under this section if that person dies. If any person covered by this insurance should die, **we** will deal with any claim made against their estate provided that the claim is covered by this insurance.

### Legal Representation

Subject to agreement by **us** in writing **we** will pay for:

- Solicitors costs to represent any person covered by this insurance at a Coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- reasonable costs to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving;
- any other costs incurred with any accident which may involve legal liability under this insurance.

Unless otherwise agreed by **us** in writing, **we** will NOT pay:

- the above costs if they are covered by another insurance policy;
- for proceedings where the driver was under the influence of drink or drugs at the time of the accident.

### Emergency Medical Treatment

**We** will pay for emergency medical treatment that is required under the **Road Traffic Act** following an accident involving any **motor vehicle** covered by this insurance. If this is the only payment made then **your** No Claims Bonus will not be affected.

## Not Covered by Section 1

- any claim for death or injury to anyone while they are working with or for the driver of the **motor vehicle**, except as set out in **road traffic law**, or where in the course of their employment cover is provided by their employer's liability insurance;
- death or bodily injury to the driver or the person in charge of the **motor vehicle** if the death or bodily injury occurred as a result of that person having driven the **motor vehicle**;
- loss or damage to property or injury to animals owned by or held in trust, custody or control of **you** or any other person covered by this insurance, or for not being able to use any such property;
- loss or damage by pollution or contamination however caused, except as required by the **road traffic acts**;
- any amount exceeding £2,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss or use or other indirect loss in respect of property;
- loss, damage or injury arising out of "road rage" or a deliberate act by **you** or any person driving the insured **motor vehicle** with **your** permission;
- loss of or damage to any **motor vehicle you** drive, or any trailer or vehicle **you** tow;
- the loading or unloading of the **insured motor vehicle** when involving the use of any hoist, crane, lift forklift truck or similar appliance;
- any claim for any damage to any road structure or structure caused by vibration or weight of **your vehicle** or its load.

## SECTION 2 – THIRD PARTY FIRE AND THEFT COVER

### What is Covered

If **your motor vehicle** is lost or damaged as a result of:

- **Fire;**
- **Theft** or attempted **theft**

**we** will either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current **market value** of **your motor vehicle** (the **motor vehicle** will then belong to **us**); the cash value of any lost or stolen part;
- no more than the last list price of parts no longer available as new.

The payment will be made to:

- **you;** or
- the legal owner of the vehicle if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

The same cover also applies to **your motor vehicle's accessories**, if kept with, on or in **your motor vehicle**.

### Replacement Locks

If the keys or any device used to secure, gain access to, or enable **your motor vehicle** to be driven, are stolen, **we** will pay up to £200 towards the cost of replacing door and boot locks, ignition and steering locks, the lock transmitter and central locking interface.

This is providing it can be established that the location of where the **motor vehicle** is kept overnight is known to any persons who may have the keys or device used to secure, gain access to, or enable **your** vehicle to be driven.

### Parts

**We** or the repairer may use parts which have not been supplied by the manufacturer.

### Repair Guarantee

**We** will provide a guarantee on repair quality carried out on **your motor vehicle** by our **approved repairer** for as long as **your motor vehicle** is continuously insured with **us** by **you** and maintained in a roadworthy condition. If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the repair quality carried out on **your motor vehicle** by our approved repairer for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturer's warranty for **your** vehicle if greater than three years subject to **you** continuing to owning the vehicle. All parts fitted to **your motor vehicle** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

### Not Covered by Section 2

For exclusions refer to **EXCLUSIONS FOR SECTION 2 & 3** and **GENERAL EXCLUSIONS**

## SECTION 3 – ACCIDENTAL DAMAGE COVER

### What is Covered

If **your motor vehicle** is damaged, **we** will either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current market value of **your motor vehicle** (the damaged vehicle will then belong to **us**); the cash value of any lost or stolen part;
- no more than the last list price of parts no longer available as new.

In addition, **we** will pay the reasonable cost of:

- protecting **your motor vehicle** if it becomes unusable due to accidental damage;
- returning **your motor vehicle** to **your** home address in the **United Kingdom** after repair. This is subject to **our** written consent.

The payment will be made to:

- **you**; or
- the legal owner of the **motor vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

### Parts

**We** or the repairer may use parts which have not been supplied by the manufacturer.

### Repair Guarantee

**We** will provide a guarantee on repair quality carried out on **your motor vehicle** by our **approved repairer** for as long as **your motor vehicle** is continuously insured with **us** by **you** and maintained in a roadworthy condition. If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the repair quality carried out on **your motor vehicle** by our **approved repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturer's warranty for **your** vehicle if greater than three years, subject to **you** continuing to own the vehicle. All parts fitted to **your motor vehicle** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

### Not Covered by Section 3

For exclusions refer to **EXCLUSIONS FOR SECTION 2 & 3** and **GENERAL EXCLUSIONS**

## EXCLUSIONS FOR SECTIONS 2 & 3

### We will not pay for:

- more than the **market value** at the time of accident or loss if **your motor vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- more than the last list price of parts no longer available.
- loss or damage caused by theft or attempted theft whilst the **vehicle is left unattended**, unless all the doors, windows and other openings are closed or locked, and the **motor vehicle's** keys and any door or ignition unlocking devices are removed and the vehicle's electronic or mechanical devices are set.
- loss of or damage to **your motor vehicle**, if at the time of the incident, it was taken without **your** consent being driven by or used by someone in **your** family or someone who is living with **you** (this exclusion does not apply if the person driving is reported to the police for taking **your motor vehicle** without **your** permission).
- any loss or damage up to the amount which appears on **your schedule** as an **excess**.
- Loss or damage arising as a result of "road rage" or a deliberate act by **you** or any person driving the **insured motor vehicle** with **your** permission;
- Loss of or damage to **your motor vehicle** if **you** or anyone named on the **certificate of motor insurance** was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident;
- Loss of or damage to the contents of the insured **motor vehicle**, including but not limited to, **personal belongings**, telephones, television equipment, two way radio transmitters or receivers or money, or goods, tools or samples carried in connection with any trade or business;
- Loss of or damage to **your motor vehicle** through deception, fraud or repossession, or due to any government, public or local authority legally taking, keeping or destroying **your motor vehicle**;
- Loss of or damage to **your motor vehicle** caused by an inappropriate type of fuel being used;
- Loss of or damage to any trailer, caravan or vehicle, or their contents, whilst being towed by **your motor vehicle**;
- Depreciation, wear and tear, or loss of value due to repair;
- Mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions;
- Damage to tyres caused by braking, punctures, cuts or bursts;
- Loss of use, earnings or any other indirect loss.
- **We** will not pay under the Repair Guarantee for damage arising from deterioration, wear and tear or parts and/or component failures.
- Any loss, damage or liability when **your motor vehicle** is taken outside the United Kingdom for any reason other than a visit of no more than 30 days in any one trip and 60 days in total in any one **period of insurance**.

## SECTION 4 – WINDSCREEN COVER

**This section applies only if the cover shown on your schedule is comprehensive**

**We** will pay up to £350 for the replacement or repair of **your motor vehicle's** windscreen or other windows in **your motor vehicle** if broken or damaged, including the recalibration of any ADAS technology. This also includes any scratching to **your motor vehicle's** bodywork if solely caused by the incident, and if the work is carried out with the authority of the Windscreen Helpline.

An **excess** will apply:

- If **your** windscreen is replaced then a £75 **excess** is applied.
- If **your** windscreen is repaired then a £10 **excess** is applied.
- If the work is not carried out with the authority of the Windscreen Helpline then **we** will not pay any more than £75, after deduction of the excess.

Payments under this section will not affect **your** No Claims Bonus, and the maximum number of claims will not exceed two per **period of insurance**.

### Not Covered by Section 4

Damage to plastic windows of a convertible roof, sunroofs or roof panels and lights or reflectors whether glass or plastic.

Any windscreen or window that is not made of glass.

We will not pay more than the **market value** of **your motor vehicle** at the time of the loss

## SECTION 5 – AUDIO EQUIPMENT

**Your** permanently fitted audio, satellite navigation and/or communications equipment is insured against loss or damage up to the limits specified (after deduction of the policy **excess**):

### **Comprehensive Cover & Third Party Fire and Theft Cover**

- £200

### **Not Covered by Section 5**

**We** will not pay for loss of or damage to removable audio, electrical, satellite navigation or communications equipment.

## SECTION 6 – FOREIGN USE

### Compulsory Insurance (this legal minimum insurance does not include cover for loss of or damage to your motor vehicle)

This policy provides the minimum cover required by law to use **your motor vehicle** in:

- any country which is a member of the European Union (EU), Andorra, Gibraltar, Liechtenstein, Monaco, San Marino, Vatican City, Iceland, Norway and Switzerland or;
- any other country which the European Commission is satisfied has made arrangements to meet the requirements of Article 8(1), second subparagraph of EU Directive 2009/103/EC relating to civil liabilities arising from the use of motor vehicles.

### Travel within Territorial Limits

In addition to the legal minimum cover shown above, this can be extended subject to **our** approval and payment of an additional premium **we** may cover **you** for the cover detailed within **your schedule** to travel to countries within the **territorial limits** outside of the **United Kingdom**. This cover must be agreed at least seven working days prior to **your** travel.

Where **we** have not given **our** approval and **you** have not paid the required additional premium this insurance will only cover the minimum compulsory insurance arrangements required to enable **you** to use **your motor vehicle** within the **territorial limits** outside of the **United Kingdom**.

**We** will also pay for:

- Customs duty which **you** may have to pay after temporarily importing **your motor vehicle** into any of the countries for which cover is provided;

And/Or

- The reasonable cost of delivering **your motor vehicle** to **your** home address in the **United Kingdom** following repairs required due to accident or loss.

### Travel Outside of the Territorial Limits

In addition to the legal minimum cover shown above, this can be extended subject to **our** approval and the payment of a required additional premium **we** may cover **you** for the cover detailed in **your schedule** to travel to countries not within the defined **Territorial Limits**. A Green Card or Travel document will be issued and this will be evidence of the cover. This cover must be agreed at least seven working days prior to the start date of **your** travel. This extension will be limited to no more than 30 days in any one trip and 60 days in total in any one **period of insurance**.

**We** will also pay for:

- Customs duty which **you** may have to pay after temporarily importing **your motor vehicle** into any of the countries for which cover is provided;

And/Or

The reasonable cost of delivering **your motor vehicle** to **your** home address in the United Kingdom following repairs required due to accident or loss.

### Spanish Bail Bond

If **you** and/or the driver of **your motor vehicle** is detained or the insured vehicle is impounded by the Spanish Authorities following an accident, **we** will provide a guarantee or deposit not exceeding £1,000 to secure the release of **you**, the driver, or the **motor vehicle**.

If the guarantee or deposit is used to secure the release of **you**, the driver or the **motor vehicle**, **you will have to repay the amount to us on demand**.

**The exceptions applying to sections 1, 2 and 3 of this insurance also apply to this section.**

## GENERAL CONDITIONS

### General

**We** will only provide the cover described in this insurance policy if:

- the premium has been paid for the current **period of insurance**; and
- **you** and anyone claiming under this insurance have met all conditions contained in this policy wording, the policy **schedule, certificate of motor insurance** and any **endorsements** applied to the insurance; and
- the information **you** provided or which was provided on **your** behalf and which is displayed on **your statement of fact** or proposal form or contained in any declaration is, to the best of **your** knowledge and belief, correct and complete; and
- **you** provide **us** with co-operation and assistance throughout the duration of this policy, for example if **we** request information or documentation from **you** when **you** purchase cover, make changes, submit a claim or, where applicable, renew **your** insurance with **us** ; and
- **you** take all precautions to prevent loss or damage occurring and the extent of any loss or damage.

### If you have a claim

**You** and any person covered by this **Motor policy** must fully cooperate with **us** and give **us** all the information and documentation **we** need.

- **You** must report any incident to **us** immediately, whether **you** intend to claim or not.
- **You** must send any communication about a claim (including a writ or summons) immediately to **us** unanswered and also advise if **you** know of any future prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- Any **theft** or attempted **theft** must be reported to the Police. **You** must also obtain a crime report number.
- **We** have the right to remove or move **your motor vehicle** at any time. If **your motor vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.
- **You** must not admit liability for or negotiate to settle any claim without **our** written permission. **We** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. **You** must give **us** all the information and help **we** need.
- **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.
- Where required, **we** may request the return of the **certificate of motor insurance**, or any other supporting documentation.
- If **you** owe **us** premium or claims monies under this, or any other policy **you** hold with **us**, **we** will deduct such monies from any valid claim which becomes payable under this policy. Such deductions may reduce or remove any liability **we** owe to **you**. In the event **your** debt is not extinguished or **we** are unable to deduct the amount owed for any reason, this condition does not prevent **us** from pursuing **you** separately for the balance owed. If **you** are registered for VAT **you** must reduce **your** loss as far as possible by recovering VAT on the cost of repairs and replacement goods to the extent allowed by law.
- Where an excess is payable, **we** will ask the repairer to collect this from **you** when the repair is finished. The repairer will also ask **you** to pay any VAT if **you** are registered for VAT.

## Fraud

If **you**, or anyone acting on **your** behalf, upon applying for cover, renewing the policy, amending the policy or making a claim, commit a fraudulent act, submit a false document or make a false or exaggerated statement, cover under this policy may be declared void (where permitted by law) or otherwise cancelled immediately and **you** will not be entitled to a refund of premium. Any claims made against the policy will also not be paid. Where the full premium has not been paid, for example **your** payment has failed, been subsequently recalled or **you** have only paid a deposit, **we** will seek to enforce payment of the premium in full.

**Your Vehicle** **We** will only provide cover if **you** maintain **your motor vehicle** in an efficient and roadworthy condition and comply with all statutory regulations and vehicle licensing authority regulations regarding its use, roadworthiness and condition. **You** or any person in charge of **your motor vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example **your motor vehicle** should not be left unlocked and ignition keys should not be left in or on **your motor vehicle** when **you** or any permitted drivers are not in **your motor vehicle**, no matter how briefly.

**We** shall at all times be allowed free access to examine **your motor vehicle**.

There must be a valid Department for Transport test certificate (MOT) in force for **your motor vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under sections 2 and 3 of this insurance is cancelled and of no effect.

**Settling Disagreements** If **we** have agreed to pay a claim and **you** disagree over the amount to be paid or any other dispute regarding this insurance, the matter will be referred to an arbitrator who **we** have both agreed to. **You** cannot take legal action until the arbitrator has made a decision.

**Cancellation by you during the “Cooling Off Period”** If this policy does not meet **your** needs, **you** have 14 days from receipt of **your** insurance policy to cancel. Provided no claim has or is likely to be made, **You** will be charged for the period **you** have been on cover plus the reasonable administration costs. **Your insurance intermediary** may charge for their administration costs.

**Cancellation by you after the “Cooling Off Period”** **You** can cancel this insurance at any time by writing to **us** via **your insurance intermediary**. Cancellation of the policy will be effected from date of request by policyholder. Provided there have been no claims or incidents likely to result in a claim in the current **period of insurance**, **we** will refund the premium relating to any unused portion of cover. All cancellation refunds are issued on a pro-rata basis, plus a charge of £50. If the policy is subject to a claim during the current period of insurance, no refund of premium will be allowed.

**Cancellation by us after the “Cooling Off Period”** **We** or **your insurance intermediary** may cancel this insurance by giving **you** 7 days’ notice in writing to **your** last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made), **we** will refund a proportionate part of the premium. **We** will only exercise this right if there is a good reason for doing so, including fraud, non-payment of premium, not providing documents **we** request or a risk **we** consider unacceptable.

**Cancellation by us –Non-Payment of Premium –** **We** or **your insurance intermediary** can cancel this policy by giving **you** 7 days’ notice in writing to **your** last known address (and in the case of Northern

Ireland to the Department of the Environment, Northern Ireland). There will be no refund of premium if **our** cancellation is the result of **your** failure to pay the full premium.

- Premium defaults: If **you** pay **your** premium by instalments and there is a default in payments, **we** or **your insurance intermediary** may cancel this insurance by sending **you** 7 days' notice of cancellation in writing.

**Cancellation by us – for your Non-Compliance with Policy Terms and Conditions – We** or **your insurance intermediary** may cancel this policy by giving notice to **you**, and such cancellation will have immediate effect, if **we** or they become aware that **you** have been driving **your motor vehicle** otherwise than in accordance with the policy terms and conditions. If **your** policy is cancelled or **you** have made a claim under **your** policy or **your** policy has otherwise been terminated from its inception, in certain circumstances **we** may not be obliged to refund any premium.

**Cancellation by us – in the event your motor vehicle is the subject of a Total Loss –** If as a result of a claim **your motor vehicle** is determined to be a total loss this policy will cease without refund of premium. In this event all outstanding or overdue premiums must be paid. **We** may at **our** discretion reduce the claim payment by the amount of outstanding or overdue premiums that **you** owe **us**.

**Administration Charge** A fee of £10 is charged for any duplicate documentation.

**Payments outside the policy terms** If the law of any country in which this policy covers **you** makes **us** obliged to settle or pay a claim which **we** would not normally have paid, **we** are entitled to ask **you** to repay **us**.

**Changes to your policy or cover details** If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.

**You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau if such payment would not have been covered by the policy.

Any payment **we** make under this condition will mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

**Changes to your policy or cover details** **You** must advise **us** (or **your insurance intermediary** if applicable) immediately if any of **your** details change, including but not limited to: change of **motor vehicle**, address, use, drivers, annual mileage, occupations, vehicle modifications, medical conditions, motoring offences or fixed penalties, non-motoring offences.

When **we** are advised of a change, **we** review **your** cover, therefore **your** premium may be altered. Also, depending on the change, **you** are not insured until a covernote or revised **certificate of motor insurance** has been issued.

## GENERAL EXCLUSIONS

The General Exclusions apply to the whole of this insurance policy, and apply in addition to “Not covered” within each policy section. **Your insurance does NOT cover the following:**

**Use of Your Vehicle** Any accident, injury, loss, damage or liability arising while any **motor vehicle** covered by this insurance is:

- being used for a purpose for which the **motor vehicle** is not insured, or used for purposes not mentioned or excluded on the **certificate of motor insurance**;
- being driven by or in the charge of any person who is not noted on the **certificate of motor insurance** as a person entitled to drive or is excluded by endorsement. The exclusion does not apply if **your motor vehicle** is in the custody or control of a member of the motor trade for maintenance or repair;
- being driven by **you** or any other driver if they are:
  - i. driving with an alcohol level in excess of the legal limit;
  - ii. Driving whilst unfit through drink or drugs; whether prescribed or otherwise;
- iii. Failing to provide a blood, urine or breath specimen when required to do so, without lawful reason.

Where **we** are required to meet any obligations under current road traffic law, **we** will recover from **you** or the driver all sums paid (including all legal costs) whether in settlement or judgement, or any claim arising from the incident.

- being driven by or in the charge of any person (including **you**) who **you** know is a provisional license holder
- being driven outside of the limitations of the driver’s license, or driven by someone who does not have a valid driving license or is breaking the conditions of their license;
- being driven by any person (including **you**) who **you** know is disqualified from driving or has never held a license to drive the **motor vehicle**, or is prevented from having a license (unless they do not need a license as required by law);
- being driven in an unsafe, unroadworthy or damaged condition, or where the **motor vehicle** does not have a valid Department of Transport test certificate (MOT) if one is required by law;
- being driven with a load or number of passengers which is unsafe;
- being driven for the carriage of **hazardous goods**;
- being used for any purpose in connection with the motor trade;
- being used for hire and reward purposes;
- being driven whilst declared as off the road by SORN (Statutory Off Road Notification).

**Imported Vehicles** Any **motor vehicle** which was manufactured outside of the **United Kingdom** and imported other than through the manufacturer’s normal import arrangements, unless otherwise agreed.

**Confiscation of Your Vehicle** Any loss or damage resulting from empowerment or confiscation of **your motor vehicle** by Customs and Excise, Police or any other Government authority. Also, **we** will not cover securing the release of a motor vehicle, other than **your motor vehicle**, which has been seized by, or on behalf of any government or public authority.

**Airside Exclusion** **We** will not cover any accident, injury, loss, damage or liability arising while **your motor vehicle** is being used in or on that part of any airport, aerodrome, airfield or military base which is used for the take-off and landing of aircraft, including the movement of aircraft on the ground and

aircraft parking aprons, the associated service roads, refueling areas and ground equipment parking areas. **We** will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.

**Competition and Performance Driving** Any accident, injury, loss, damage or liability arising while **your motor vehicle** is being used for racing, rallying, speed testing, competitions, speed trials, or when driven on a motor sport circuit, race track or de-restricted toll road.

**Travel Outside the Territorial Limits** Any loss, damage or liability that occurs outside the **Territorial Limits** unless **you** have paid an additional premium to extend **your** cover under Section 6.

**War and Hostilities** Any result of war, invasion, act of foreign enemy, act of terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority except so far as is necessary to meet the minimum required by law.

**Earthquake, Radioactivity, Pressure Waves, Dangerous Goods or Riot** Direct or indirect loss, damage to liability caused by or arising from:

- earthquake;
- ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous property of any nuclear assembly or nuclear part of that assembly;
- pressure waves caused by aircraft and other flying objects;
- carrying any dangerous substances or goods for which **you** need a police license (except where **we** need to provide cover to meet the minimum insurance required by the relevant law), unless otherwise agreed;
- riot or civil commotion occurring in Northern Ireland or outside of the **United Kingdom** (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).

**Contracts** **We** will not cover any claim as a result of an agreement or contract unless **we** would have been responsible anyway.

**People Involved in this Contract** This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those rights they have under the Road Traffic Act. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this policy in favour of any third party.

**Proceedings Outside the United Kingdom** Any proceeding brought against **you** or judgement passed in any court outside the **United Kingdom** unless the proceedings or judgement arises out of **your motor vehicle** being used in a foreign country for which **we** have agreed to extend this insurance cover.

**Other Insurance** Any loss, damage or liability that is also covered by any other insurance policy.

## IMPORTANT INFORMATION

### Sharing Information

Insurers pass information to the Claims and Underwriting Exchange and the Motor Insurance Anti-Fraud and Theft Register, run by Insurance Database Insurance Services LTD (IDSL). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance, **we** may search the register(s). When **you** tell us about an incident which may or may not give rise to a claim, **we** will pass information relating to it to the register(s). **You** can ask for more information about this. **You** should show this notice to anyone who has an interest in the vehicles insured under the policy.

### Data Protection Act 1998 & Gibraltar Data Protection Act 2004

By taking out this Motor Policy **you** agree that **we**, and any company in the same group as **us**, may keep information about **you** and **your** Motor Policy. Any such information may be used to process **your** application, administer **your** motor policy or any subsequent claim **you** may make. **We** will be data controllers for the purpose of the Act and will be responsible for the processing of **your** data.

**You** have a right to access personal information held about **you** by Pukka Insure Ltd. For details relating to information held about **you** please write to:

**Head of Compliance, Pukka Insure Ltd, Suite 2, The Cottage, 13-15 Giros Passage, Gibraltar**

Alternatively **you** may request the information by emailing [complianceofficer@pukka.co.uk](mailto:complianceofficer@pukka.co.uk)

Please take a few minutes to read this document carefully as it contains important information relating to the details that **you** will give / have given **us**.

**We** are required to send **you** this information to comply with Data Protection Act 1998. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

For details relating to information held about **you** on the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register please visit:

[Http://www.insurancedatabases.co.uk/default.aspx](http://www.insurancedatabases.co.uk/default.aspx).

### How we will use your data

**Insurance underwriting purposes** i.e. to examine the potential risk in relation to **your** (and/or a third party's) prospective policy so that **we** can:

- consider whether to accept the relevant risk;
- make decisions about the provision and administration of insurance and related services for **you** [and members of **your** household];
- validate **your** claims history (or the claims history of any person or property likely to be involved in the policy or claim) at any time, including upon application for insurance, in the event of an accident or a claim, or at a time of renewal.

**Management information purposes** i.e. to analyse insurance and other markets for the purposes of:

- portfolio assessment;
- risk assessment;
- performance reporting;
- management reporting

**Anti- fraud purposes** i.e. to detect and prevent fraudulent claims and/or activities by:

- sharing information about **you** with other organisations and public bodies including the police;
- tracing debtors or beneficiaries, recovering debt, managing **your** accounts and/or insurance policies;
- undertaking fraud searches. Insurers pass information to the Claims and Underwriting Exchange Register and where appropriate the Motor Insurance Anti-Fraud and Theft Register administered by Insurance Database Services Limited ("IDSL"). This helps insurers check information and prevent fraudulent claims. When **we** deal with **your** request for insurance **we** may search these registers.

**Compliance with legal obligations and responsibilities:**

**Claims management** In the event of a claim **we** may need to disclose information with any other party involved in that claim such as third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. **We** also may have to investigate **your** claims and conviction history;

**Motor Insurance Database** Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving
- If **you** are involved in a road traffic accident (either in the UK, the European Economic Area or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.
- Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

**Complaints management** If **you** make a complaint about the service **we** have provided, **we** may be obliged to forward details about **your** complaint, including **your** personal information, to the relevant ombudsman.

### How your data will be processed

Information which is supplied to IDSL and MID can include details such as **your** name, address and date of birth together with details of any injury arising from a claim.

**Your** data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.

Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to IDSL.

## HOW TO MAKE A CLAIM

If **your** vehicle is involved in an accident or **you** need to make a claim under this policy, contact **us** immediately using our free Claims Helpline

# 0800 2404 988

Alternatively, to reduce **your** excess, report the incident via the Pukka App (terms and conditions apply). You can download the Pukka App, called "**Pukka Insure**", on your smartphone or Android device. In order to ensure **we** deal with **your** claim efficiently, **you** will need to provide **us** with as much information as possible. **You** and any person covered by this **Motor policy** must fully cooperate with **us** and give **us** all the information and documentation **we** need, including, but not limited to:

- **your** policy number (this is shown on **your certificate of motor insurance**);
- date, time, location and circumstances of the incident;
- details of any other people involved in the incident;
- where possible, the names and contact details of all those concerned;
- names and contact details of any witnesses to the incident;
- details of any injuries to any person involved in the incident.

If **your** vehicle has been stolen, before calling **us** **you** should:

- report the theft to **your** nearest Police station;
- obtain a crime reference number from the Police.

If **you** fail to tell **us** or **you** delay telling **us** about an accident or incident that may lead to a claim and this increases **our** claim costs, **you** will become liable to pay the additional costs. It may also invalidate **your** right to claim.

## WINDSCREEN CLAIMS ONLY

If **your** windscreen needs to be replaced or repaired, then contact **our** windscreen helpline on

# 0800 2404 993

**You** will have to pay the **excess** shown within this Policy – this amount is **your** responsibility.

Windscreen cover only applies if **you** have Comprehensive cover. Refer to **your** Policy Schedule.

## EXISTING CLAIMS

If **you** have an existing claim, then contact **our** Claims Department on **0800 2404 988**

## COMPLAINTS

Pukka Insure Ltd aims to provide a standard of service that will leave no cause for complaint.

However if **you** are dissatisfied with the service **we** have provided please supply full details of **your** complaint as follows:

- Write to the Head of Compliance, **Pukka Insure Ltd, Suite 2, The Cottage, 13-15 Giros Passage, Gibraltar;**
- E-mail **your** complaint to **complianceofficer@pukka.co.uk**
- Or telephone on **0800 2404 995**

Pukka Insure will endeavour to investigate **your** complaint fully and resolve immediately. **We** will acknowledge **your** complaint within five working days of receipt, and do our best to resolve the problem within eight weeks by sending **you** a final response.

Should **you** remain dissatisfied having received **your** final response, **you** may be able to take **your** complaint to the **Office of Fair Trading (Gibraltar), Suite 975 Europort, Gibraltar, oft@gibraltar.gov.gi**

Should **you** feel the need to complain about the arrangement of **your** policy please contact **your insurance intermediary** in the first instance.

If **you** are unhappy with the final response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) **you** may wish to contact the Financial Ombudsman Service, They offer a free and independent service for resolving disputes about most financial matters and **you** have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate **your** complaint until **you** have received a final response letter or eight weeks have passed since **you** notified **us/your insurance intermediary** of **your** complaint.

Their contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Phone: 0800 023 4567 or 0300 123 9123

The Financial Ombudsman decision is binding on **us** but not **you**. The complaints procedure set out above does not affect **your** right to take legal action against **us** or **your insurance intermediary**.

## FINANCIAL SERVICES COMPENSATION SCHEME

Gefion Insurance is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Gefion Insurance cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to **Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU**

## ENDORSEMENTS

Please refer to **your Schedule of Insurance** for a full description of the **Endorsements** and **Excesses** applicable to **your** Policy.