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.

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.

Accessories

*Standard* parts or products specifically designed to be fitted to *your motor vehicle*, including the manufacturer’s standard tool kit and the motor vehicle’s safety equipment. *You* must notify *your insurance intermediary* of any alterations to *your motor vehicle*, as we may treat some *accessories* as modifications.

Approved Repairer

A facility approved by *us* for the repair, damage assessment and/or storage of *your motor vehicle*.

Certificate of Motor Insurance

A document, which is legal evidence of *your* insurance and is required by law and forms part of this contract of insurance. The *certificate of motor insurance* must be read with this policy wording. It shows who can drive *your motor vehicle* and what purpose it can be used for.

Endorsement

A change to the terms of *your* policy, and shown on *your schedule* which replaces or alters the standard policy wording.

Excess

The amount *you* will have to pay towards any claim and shown on *your schedule* or policy section. An amount which is not covered by *your* insurance. *You* are responsible for the *excess* even if the incident is not *your* fault.

Fire

*Fire*, lightning, explosion or self-ignition.

Hazardous Goods

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.

Insurance Intermediary

The Insurance Broker, Agent or Intermediary who acting on *your* behalf has placed this insurance with *us*.

Motor Policy

The document consisting of *your* Proposal Form or Statement of Fact, our motor insurance Policy Wording, *your* certificate of motor insurance, schedule, and any endorsements.

Motor Vehicle

The *motor vehicle(s)* including spare parts and *accessories* for which *we* have issued a *certificate of motor insurance*. The vehicle must not weigh more than 3.5 tonnes GVW (Gross Vehicle Weight).

Market Value

The cost of replacing *your motor vehicle* with one of similar type, age, and/or condition at the time of the loss as assessed by *us*. *We* 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.

**Period of Insurance**
The period of time covered by this insurance as shown in the schedule and/or certificate of motor insurance, and for which we have accepted your premium.

**Personal Belongings**
Property which is worn or used in everyday life and which belongs to you whilst in the insured motor vehicle.

**Repair Quality**
Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to your motor vehicle by our approved repairer.

**Road Traffic Act(s)/Law(s)**
The laws which include details of the minimum motor insurance cover needed in the United Kingdom.

**Schedule**
The document that identifies the policyholder, and sets out details of the cover your policy supplies. The schedule forms part of this contract of insurance.

**Statement of Fact**
The form that shows the information that you gave us or that was given on your behalf at the time you applied for this insurance. We 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 you should inform your insurance intermediary as soon as possible.

**Territorial Limits**
Countries within the United Kingdom (UK), and the European Union (EU), Andorra, Iceland, Norway and Switzerland.

**Theft**
Any theft or attempted theft which has been reported to the Police.

**United Kingdom / UK**
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).

**We/Us**
Pukka Insure Ltd and Gefion Insurance A/S

**You/Your**
The person or company named in the schedule and certificate of motor insurance 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:

Comprehensive Cover          All Sections apply
Third Party Fire and Theft Cover  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.
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.
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

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.

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.

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
Email: 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 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.