



**Commercial Vehicle
Policy Document**

Commercial Vehicle

Policy Document

This is your Mynton Insurance Services Mi Van Commercial Vehicle Motor Policy booklet.

This document must be read in conjunction with your Policy Schedule and Certificate of Insurance and any endorsements. You should pay particular attention to the General Exclusions and General Conditions shown on pages 17 - 21 of this policy booklet.

If any information contained in any of these documents is incorrect or requires amending, please contact your Broker immediately.

You must notify us as soon as possible if there are any changes to the information you supplied to us when you took out your policy or during the policy cover itself. If you do not tell us about such changes then your policy may not be valid or you may not be fully covered.

If you are involved in an incident likely to result in a claim under this policy, please refer to the "Making a Claim" section on page 23 of this policy booklet.

Contract of Insurance

Your policy is arranged through Mynton Insurance Services which is a trading name of Mynton Ltd. Authorised and regulated by the Financial Conduct Authority, FRN 472846.

You are insured with Gefion Insurance A/S licenced by the Danish Financial Services Authority licence number 53117.

Pukka Insure Ltd are the administrators of this policy on behalf of Gefion. 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.

This policy document, policy schedule and certificate of insurance form a legally binding contract of insurance between you, Mynton Limited and Pukka Insure Ltd and nobody else has any right to enforce any part of this contract.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document or in any endorsements attached, for the period for which you have paid the premium. This insurance applies within the territorial limits unless otherwise specified.

The contract is written in English and all communications about it will be conducted in English. and is subject to United Kingdom law unless both parties agree otherwise. The 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.

S White (Signature)

Signed: S White, Chairman, Pukka Insure Limited

Data Protection

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 or email 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)

Motor Insurance Database

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

1. Electronic Licensing
2. Continuous Insurance Enforcement
3. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
4. 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 EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including their 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.

You should show this notice to anyone insured to drive the insured vehicle.

Detecting and Preventing Fraud

We aim to keep premiums as low as possible so we participate in a number of industry initiatives to aid the prevention and detection of crime, particularly insurance related fraud. We pass information to the Claims and Underwriting Exchange (CUE) operated by Insurance Database Services Ltd (IDSL). CUE is a central database of all types of incidents which may or may not give rise to a claim. Information is also passed to the Motor Insurance Anti-Fraud and Theft Register operated by the Association of British Insurers, and the UK police. We may search these registers and any other relevant databases regarding the provision and administration of insurance. If you make a claim we will access these databases to validate your claims history or that of any person or property likely to be involved in the claim.

As part of anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, your information will be checked against a range of databases/registers and a 'soft footprint' will be left on your credit file for a period of 12 months. Unlike standard credit checks, soft footprints do not affect your credit score and you are the only person who can view them on your credit report.

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Definitions

The words defined below have the same meaning throughout the policy.

Accessories and spare parts – standard parts or products specifically designed to be fitted to or used with the vehicle including the manufacturer's standard tool kit and the vehicle's safety equipment.

Broker – a representative authorised by us to sell and administer our insurance policies.

Certificate of Insurance – a document which provides evidence of the existence of motor insurance as required by law and which forms part of your motor policy.

Civil partner – the person with whom you have entered into a legal civil partnership as defined in the Civil Partnership Act 2004.

Driveway – a space within the boundaries of the policyholders property and off the public highway

Endorsement – a clause contained in the policy schedule which alters the standard cover of your motor policy.

Excess – the first amount you will have to pay towards the cost of a claim on this policy as shown in the policy schedule. This is payable whether or not the incident giving rise to the claim is your fault.

Foreign travel document – a document which proves that your insurance covers the minimum cover in the country in which you are driving and which is required by certain countries that are not part of the European Union.

Garage – a permanent enclosed four-sided structure with three brick, stone, steel or concrete sides, a roof and a securable door entrance which is at your private property (i.e. not a communal parking facility)

Market value – the cost, in the reasonable opinion of an independent motor engineer, of replacing your vehicle with another of a similar make, model, age, mileage and condition as at the time of the loss or damage, up to the value stated in your Policy Schedule.

Minimum cover – the minimum level of cover provided to satisfy the current Road Traffic Act, or equivalent legislation, in respect of liability for the death of or injury to other people and damage to their property.

Partner – the person you have a relationship with and live together as a married couple but are not married.

Period of insurance – the period of time specified in your Policy Schedule during which this policy is effective and for which a premium has been paid.

Policy Schedule – the document which shows:

- your details
- your vehicle details
- the insurance cover in force
- any endorsements which apply to the policy

Pro rata – where a calculation is made proportionately.

Road Traffic Act – the law governing the driving or use of any motor vehicle within the United Kingdom.

Signage – professional sign writing, digital printing, graphics, logos or other specialised artwork fitted to your vehicle.

Territorial limits – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands and transit between any of these countries.

Theft – Theft or attempted theft which shall include the offence of ‘taking a motor vehicle or other conveyance without authority’ as defined in Section 12 of the Theft Act 1968

Trailer - Any drawbar trailer or semi-trailer.

Voluntary excess – an amount which you have chosen to pay towards a claim on this policy in addition to any compulsory excess.

We/Us/Underwriters – Gefion Insurance A/S and Pukka Insure Ltd.

You/Your – the person named as the ‘insured’ or ‘policyholder’ on the Policy Schedule and Certificate of Insurance.

Your vehicle – the vehicle described in the Policy Schedule and Certificate of Insurance including the vehicle’s standard accessories and spare parts whether in or on the vehicle or stored in your locked private garage.

Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in your Policy Schedule:

The sections entitled 'General Exclusions' and 'General Conditions' within this booklet apply to your policy whatever cover you have.

Your Policy Schedule provides details of any special cover, excesses, endorsements or exclusions which apply to your policy.

Section Name	Cover Applicable		
	Comprehensive	Third Party Fire & Theft	Third Party only
Section 1 – Liability to Others	Yes	Yes	Yes
Section 2 – Loss of or damage to Your vehicle:			
A. Accidental Damage	Yes	No	No
B. Malicious Damage and Vandalism	Yes	No	No
C. Fire, Self-Ignition, Lightning or Explosion	Yes	Yes	No
D. Theft or Attempted Theft	Yes	Yes	No
Section 3 – Glass Cover	Yes	No	No
Section 4 – Replacement Locks	Yes	No	No
Section 5 – Driving Abroad	Yes	Yes	Yes
Section 6 – No Claims Bonus	Yes	Yes	Yes

We have designed this booklet to help you understand the cover provided. On many pages, to assist you, we have divided the text under the following headings:-

What is covered

This text is printed in black and provides information on the cover provided

What is not covered

This text is printed in red and draws your attention to what is not covered.

The General Exclusions to your motor policy are also printed in red as these also indicate "What is not covered"

Section 1 – Liability to Others

What is covered

1.1 Your legal liability to other people

We will insure you against the amounts that you are legally liable to pay, including legal costs and damages, in the event of:

- Death of or bodily injury to any person
- Damage to property not exceeding £2,000,000

as a result of the following:

- Whilst you are driving, using or in charge of your vehicle
- Whilst any other person is using, driving or in charge of your vehicle, provided that they have your permission and are permitted to do so as shown on your current certificate of insurance
- Whilst any person is using (but not driving) your vehicle with your permission
- Whilst any passenger is travelling in, or getting into or out of your vehicle
- Whilst you are towing a trailer, caravan or broken-down vehicle which is securely attached to your vehicle

The maximum amount we will pay under Section 1 in respect of property damage is £2,000,000 in respect of any one claim, or a number of claims arising out of the one incident including all associated costs and expenses.

1.2 Your legally appointed personal representatives

After the death of anyone who is covered under this policy, we will protect that person's estate against any liability they had if that liability is insured under this policy.

1.3 Legal defence costs

Subject to our prior written agreement we will pay, the reasonable legal costs properly incurred by you or any other person we insure under this policy for representation:

- At a coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- Against prosecution for manslaughter or for causing death by careless or dangerous driving.

Section 1 – Liability to Others

What is not covered

- Death of or injury to the person driving your vehicle or in charge of your vehicle for the purpose of driving
- Loss of or damage to your vehicle or any other vehicle that is in your care, custody or control including any trailer, caravan or broken-down vehicle
- Loss of or damage to property owned by, or in the care, custody or control of, you or any other person insured by this policy
- Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where we must meet the requirements of the current Road Traffic Act
- Liability for death, injury, loss or damage that arises:
 1. beyond the limits of the carriageway in respect of the bringing to or taking away the load from your vehicle by any person other than your driver or attendant and
 2. from the loading or unloading of your vehicle where such loading involves the use of any hoist crane lift or similar appliance
- Liability for death, injury, loss or damage that arises out of the use of any tools, goods or personal belongings carried in or on your vehicle
- Liability of anyone who is covered under any other policy covering the same liability as this policy
- Any property being conveyed by or loaded onto or unloaded from your vehicle
- Property damage exceeding £2,000,000 in respect of any one claim or series of claims arising out of one cause
- Any legal costs and expenses unless they are in connection with an incident which is covered under this section.
- Any proceedings where the driver was under the influence of drink or drugs at the time of the accident.

Section 2 – Loss of or Damage to Your Vehicle

What is covered

We will insure your vehicle against damage or loss caused by an event listed below, provided that your policy schedule shows such an event is covered:

- A. Accidental damage
- B. Malicious damage and vandalism
- C. Fire, self-ignition, lightning or explosion
- D. Theft or attempted theft

If You need to report a claim to us, please refer to the section entitled 'Making a Claim' on page 23 of this booklet.

If your vehicle has been stolen or damaged by attempted theft then you must notify the police immediately and obtain a crime reference number.

2.1 Damage

We will pay for the cost of repairing damage caused to your vehicle as a direct result of an event shown above provided that all of the following apply:

1. The event is covered by this policy
2. You adhere to all the policy terms and conditions
3. The vehicle is not beyond economical repair

As an alternative to repairing your vehicle, we may at our absolute discretion elect to either replace your vehicle with one of a similar specification or pay you a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable.

We may at our own option use parts that have not been supplied by the original manufacturer to repair the vehicle.

The maximum amount payable will be the market value of the vehicle.

If any part or accessory is not available we will pay for that part up to the cost shown in the manufacturer's last UK price list, plus a reasonable fitting cost.

Section 2 – Loss of or Damage to Your Vehicle

What is not covered

- Any applicable policy excess
- Depreciation, wear and tear or loss of value after repairing your vehicle
- Mechanical, electrical, electronic or computer failures, breakdowns or breakages
- Damage to tyres unless as a direct result of an accident covered by this policy
- Damage to your vehicle caused by using the incorrect fuel or loss or theft of petrol or diesel fuel
- Damage caused by the freezing of liquid in the cooling system of your vehicle unless You have taken all reasonable precautions as recommended by your vehicle manufacturer
- Loss of or damage to your vehicle as a result of its legal impounding or destruction by or under any order of any government, local or public authority
- Loss of or damage to your vehicle resulting from a deliberate act by you or any other person insured on this policy
- Loss of or damage to your vehicle if it is taken, used or driven without your permission by a spouse or civil partner, partner, boyfriend or girlfriend, employee or ex-employee or member of the family or household of a permitted driver
- Loss of or damage to your vehicle if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained
- Loss of or damage to your vehicle resulting from fraud or deception or by the use of a counterfeit form of payment which a bank or building society will not authorise
- Loss of or damage to your vehicle if it is unoccupied and any of the following applies:
 1. it was unlocked at the time of incident
 2. the keys were in, on or in the vicinity of the vehicle
 3. the keys of your vehicle were not securely stored or left in any location or premises to which the public had access or were displayed in view of the public
 4. any of the windows or sunroof were open
 5. reasonable precautions were not taken to protect it.
- Any further damage caused by driving or attempting to drive your vehicle if damaged or in an unroadworthy condition

What is covered section 2 continued

2.2 Total loss

Your vehicle will normally be deemed to be a total loss if:

- The cost of repairing your vehicle is uneconomical
- Your vehicle has been stolen and not recovered

If your vehicle is declared a total loss as a direct result of an insured event we will pay you the market value of your vehicle less any applicable policy excess. If you owe us an amount under this policy you must pay this amount in full before we will settle the claim.

When settlement has been agreed your vehicle will become our property and you must return your current Certificate of Insurance to us together with the current MOT certificate if applicable, V5 registration document and any other documentation we may request before we pay the settlement amount agreed. We may allow this insurance contract to continue on a replacement vehicle provided we accept this substitution and you pay the additional premium applicable.

We may allow you to retain the salvage of the vehicle if the current regulations allow, subject to a deduction from the compensation amount we offer you.

2.3 Vehicle service/repair

We will provide the same level of cover under this section whilst your vehicle is being used by a motor trader for servicing or repair.

2.4 Ownership of Your vehicle

If your vehicle is declared a total loss and is to our knowledge subject to a hire purchase or leasing agreement we will normally pay the agreed settlement amount less any policy excess which is applicable to the hire purchase or leasing company in accordance with your contract with them. Should this be less than the amount outstanding on the hire purchase or leasing agreement you will be responsible for paying the balance.

2.5 Audio and Navigation equipment

We will pay the cost of replacing original manufacturer fitted audio or navigation equipment permanently fitted in your vehicle with equipment of the same or similar specification provided it has been damaged following an incident covered by this section of the policy. The maximum amount we pay is £100 for any claim arising out of the one incident.

What is not covered section 2 continued

- Depreciation in the value of your vehicle following damage, whether repaired or not
- The cost of repairing, replacing or improving any undamaged parts of your vehicle
- The cost of repairing or replacing any non-standard parts or equipment fitted to your vehicle that have not been disclosed to us and accepted as covered by our underwriters
- Damage to windscreen or window glass under this section of the policy
- Any damage caused by vermin, insects, mildew or fungus
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in your vehicle
- Loss of or damage to the contents of your vehicle, personal effects, goods, tools or samples carried in connection with any trade or business
- Compensation for any costs incurred as a result of not being able to use your vehicle following loss or damage
- Value Added Tax (VAT) amounts if you are VAT registered
- Any amounts over and above the market value of your vehicle or the value declared on your policy schedule if the market value is more.
- Any contractual liability
- Any vehicle damage which existed before our cover commenced.

What is covered section 2 continued

2.6 Signage

We will pay the cost of replacement signage following an incident in which your vehicle has been damaged and a valid claim is made under this section of the policy up to a maximum of £250 per incident.

2.7 Compulsory and voluntary policy excess

Any claim made under this section is subject to payment of the compulsory policy excess shown in the policy schedule. If no amount is stated, you must pay the first £250 towards any claim.

If you have elected to pay a voluntary excess this must be paid in addition to the compulsory policy excess.

2.8 Young and inexperienced drivers

If your vehicle is damaged whilst being driven by a young or inexperienced driver, provided they are permitted to do so as shown on your current certificate of insurance, the following excesses will apply in addition to the compulsory and voluntary policy excesses and apply to all claims under this section:

- under 21 years of age - £1,500
- from 21 to 24 years of age - £500
- 25 years of age or over but holding a provisional UK driving licence or a full UK driving licence for less than 12 months - £500.

Section 3 – Glass Cover

What is covered

If the windscreen or any window in the vehicle is broken during the period of insurance following accidental damage, vandalism, theft or attempted theft we will pay for the cost of repairing or replacing it:

- You are covered up to £350 for replacement glass if our approved replacement glass provider is used. You must pay the compulsory excess of £90 which applies per claim.
- The cover is limited to £100 if a non-approved replacement glass provider is used. You must also pay a higher compulsory excess of £150 which applies per claim.
- If your windscreen is repaired, you must pay a compulsory excess of £25 which is applied per claim.
- You can make 2 claims under Section 3 without reducing your no claim discount.

If You need to report a glass claim please call **0800 012 6852**.

Section 3 – Glass Cover

What is not covered

- The policy excesses which apply under this section of the policy;
- Repair or replacement of the sunroof and/or glass roof panels, lights and reflectors of your vehicle even if they are made of glass
- Any amount exceeding £350 after deduction of the policy excess if our approved replacement glass provider is used.
- Any amount exceeding £100 after deduction of the policy excess if our approved replacement glass provider is not used.

Section 4 – Replacement Locks

What is covered

If your keys and/or lock transmitter of your vehicle are lost or stolen, we will pay towards the cost of replacing:

- The door locks
- The ignition and steering locks
- The lock transmitter and central locking system.

provided that any keys were not left in or on your vehicle while it was unattended.

Cover under this section applies if you can establish, to our satisfaction that the location of your vehicle is known to any person who is in possession of the lost or stolen lock transmitter and/or keys. The maximum amount we will pay under this section is £100 following any one incident.

Claims made under Section 4 only will not reduce your no claim discount.

Section 5 – Driving Abroad

What is covered

5.1 Minimum cover

This policy provides the minimum cover you need by law to use your vehicle in:

- Any country which is a member of the European Union
- Any other country which the Commission of the European Union approves as meeting the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

The following table shows which countries the above currently applies to:

Andorra	Estonia	Italy	Poland
Austria	Finland	Latvia	Portugal
Belgium	France	Liechtenstein	Romania
Bulgaria	Germany	Lithuania	Slovakia
Croatia	Greece	Luxembourg	Slovenia
Cyprus	Hungary	Malta	Spain
Czech Republic	Iceland	Netherlands	Sweden
Denmark	Ireland	Norway	Switzerland

Section 4 – Replacement Locks

What is not covered

Any amount exceeding £100 for any one incident.

Section 5 – Driving Abroad

What is not covered

- Loss of or damage to your vehicle whilst it is being used for business purposes outside the territorial limits
- Loss of or damage to any personal belongings or other property carried in or on the vehicle

When travelling in any of these countries you must take your current Certificate of Insurance with you as evidence of compulsory insurance cover. You do not need a foreign travel document for these countries. We do not normally provide cover in any other country outside of those in the aforementioned categories; however, we will consider doing so provided that all of the following applies:

1. You refer this to your Broker in advance of travel
2. We agree to cover you in the countries concerned
3. You pay any additional premium we require for providing this cover

The cover provided under this section is the minimum required by law in the country you are visiting from those stated above or any other country we agree to. If this cover is less than the minimum requirements in the United Kingdom, the minimum cover required in the United Kingdom will apply.

If we agree to your request, we will issue a foreign travel document as evidence of cover. Please note that the above information may change, therefore you must check the latest information with your Broker before you travel.

5.2 Extended cover

In addition to the legal minimum cover shown above, this can be extended subject to our approval and the payment of an additional premium, we may extend cover you for the level 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.

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

5.2.1 Transportation of Vehicle

Your vehicle is also covered when being transported between any of the EU member countries or the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) provided transportation does not exceed 65 hours in any one journey.

Section 6 – No Claim Bonus

If a claim has not been made

We will allow a no claims discount against your renewal premium if no claim is made against this policy during the previous 12 month period of Insurance. The amount of the discount will be in accordance with our scale of no claims discount applicable at the time of renewal.

Please note that your no claim bonus entitlement is not transferable to any other person.

If a claim has been made

If a claim has been made under your policy any no claims discount will be reduced at next renewal in accordance with our scale applicable as detailed below:

If your no claims bonus is NOT protected:

NCB Level before a claim	NCB level at next renewal following:	
	1 claim	2 claims or more
4+	2	0
3	1	0
2	0	0
1	0	0
0	0	0

If your no claims bonus IS protected:

If you have paid for this option and it is shown in the endorsements section of your Policy Schedule, your no claim bonus entitlement is protected unless more than two claims are made against this policy within four continuous periods of insurance. If more than two claims have been made within this period then your no claim bonus will be reduced in accordance with the scale below:

Current NCB Level	NCB level at next renewal following:	
	3 claims in the last 4 years	4 claims or more in the last 4 years
4+	2	0
3	1	0

If we have to make a payment which we have not yet been able to recover or which we cannot recover from any other party involved in the incident, a claim will count against your no claims discount even if you are not at fault.

If a claim is made on your policy after we have invited renewal but before the expiry date of the current period of insurance, we are entitled to amend the quoted premium to take back any discount applied in respect of no claims discount and also reduce your no claim bonus entitlement in accordance with whichever of the above scales apply.

Please note that protecting your no claims bonus does not protect the overall price of your insurance policy.

General Exclusions

The General Exclusions apply to your whole motor policy.

Use and Drivers

We will not pay for any loss, damage or liability when any vehicle covered by this motor policy is:

1. Being used for any purpose not specified or permitted on your Certificate of Insurance
2. Being used in any race, rally, competition, trial or similar motoring event
3. Being used on any race, rally, test circuit or on any off road course or ground including the Nordschleife
4. 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
5. In charge of or being used by any person who does not hold a driving licence, is disqualified from driving or holds a driving licence but is not complying with any terms or conditions imposed by the licence
6. Being used or driven with a load or a number of passengers which is unsafe or illegal
7. Whilst carrying a load which is not secure
8. In an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT certificate
9. Hired to someone else, regardless of the purpose for which that person is using the vehicle
10. Being driven by you or any other driver if they are:
 - Driving with an alcohol level in excess of the legal limit;
 - Driving whilst unfit through drink or drugs; whether prescribed or otherwise;
 - 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.

Liability which results from an agreement

We will not pay for any liability you have under an agreement or contract unless the liability would exist in the absence of the agreement or contract.

War, Earthquake, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority
2. Earthquake
3. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country

However, we will provide any liability that is required under the current Road Traffic Act.

Nuclear/Radioactive Contamination/Sonic Bangs

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

1. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste
2. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment
3. Pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

Pollution

We will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the period of insurance and is sudden, identifiable, unintended and unexpected. All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place.

We will not apply this exclusion in circumstances where it is necessary to meet the requirements of the relevant motor insurance law.

Hazardous Goods

We will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of 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, infectious substances, radioactive material or corrosive substances.

Airport Use

We will not pay for any loss, damage or liability arising whilst your vehicle or any other vehicle covered by this policy is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment parking areas, passenger buildings or the Customs examination areas.

Criminal Acts

We will not pay for any loss, damage or liability caused whilst your vehicle is being used by you or any other insured person for any criminal activity.

General Conditions

The General Conditions apply to your whole motor policy.

Your duty

We will only provide the cover set out in this policy if:

1. You pay the premium or any premium instalment on demand
2. You and any other person insured by this policy keep to the terms and conditions set out in this document and with any endorsements set out in your Policy Schedule
3. All the information provided on the Proposal Form or Statement of Fact declaration on which this policy is based is complete and correct to the best of your knowledge, all information relevant to your policy has been disclosed to us in full and you have not deliberately or negligently misrepresented any such information you have supplied

Failure to meet any of the above conditions may result in our refusal to pay any claim you may make and we may terminate or void the policy.

Motor Insurance Database

It is a condition of this policy that you must inform your Broker immediately if you either change the vehicle insured on this policy or change the registration number of the vehicle insured on this policy for entry on the Motor Insurance Database.

Please note that any breach of this condition may result in the cancellation of your policy or the non-payment of a claim.

Safety and security of your vehicle

You, and any other person insured by this policy, must take all reasonable precautions to protect your vehicle from loss and damage and to keep it in a good roadworthy condition. You must let one of our authorised representatives inspect your vehicle at any reasonable time.

Drink and drugs

If, following an accident, you or any person entitled to drive under this policy, is convicted for an offence involving drink or drugs our liability will be restricted to the requirements of the Road Traffic Act. If we make any payments to third parties we reserve the right to recover these sums, including costs, from you.

Other Insurance

If, at the time you make a valid claim under this motor policy, there is any other insurance covering the same loss, damage or liability we will only pay our share of the claim.

Changes to information relevant to your cover

You must tell us immediately of any changes in the information you have provided to us at the time of quotation, when the policy was taken out or during the policy cover. Failure to do so may result in your insurance no longer being valid or may affect the payment of a claim. If in doubt about any changes please tell us. The following, which is not an exhaustive list, are examples of such changes:

- Changing or selling your vehicle
- Changing your vehicle registration number
- Any modifications to your vehicle from the manufacturer's original specification, this includes accessories and/or spare parts as some may be classed as modifications
- Altering the purpose that your vehicle is used for
- Convictions for a motoring or criminal offence (including fixed penalty offences) received by any person insured on this policy

- Any driver insured on this policy has their driving licence revoked
- Any driver insured on this policy develops a medical condition that may affect their ability to drive
- Occupation change for any driver insured on this policy
- Change of your address or the address where your vehicle is kept overnight

Administration Fees

If you make a change to your policy during the current period of insurance, or require a duplicate copy of your policy documents, we will charge you a fee of up to £15 plus Insurance Premium Tax to cover administration costs. If your policy is cancelled, we will charge a fee of up to £50 plus Insurance Premium Tax. The fee will be payable against any refund or addition to your insurance premium and does not include any administration charge that your Broker may apply.

Cancellation

This motor policy may be cancelled. If a claim has been made in the current period of insurance we will not make any refund.

By us

We or your authorised Broker have the right to cancel this policy at any time by giving you at least 7 days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive the payment by this date we will issue a cancellation letter and we will cancel your policy if we do not receive the payment by the end of the cancellation notice period
- Non-receipt of requested documentation, such as a copy of your driving licence or evidence of no claim bonus. In this case we will contact you to ask you to provide the documentation by a specified date. If we do not receive the information by this date we will issue a cancellation letter and we will cancel your policy if we do not receive the documentation by the end of the cancellation notice period
- Where you have deliberately or recklessly misrepresented any information you have supplied or withheld any information which we or your Broker have asked for
- Where you have not told us about any changes to the information you provided at the time of quotation, when you took out the policy or during the policy. Examples of such changes are listed in section 'General Conditions - Changes in circumstances'
- Where we reasonably suspect or have evidence of criminal or fraudulent activity

If you have received a notice of cancellation, it is your duty under Road Traffic Law to return or surrender the current Certificate of Insurance within seven days of the cancellation date. Please refer to 'Returning or Surrendering the Certificate' later in this section for instructions on how to do so.

Upon receipt of the returned or surrendered Certificate of Insurance, we will refund the unexpired portion of the annual premium less an administration fee; however, we will not refund any premium if a claim has been made in the current period of insurance or if your policy is cancelled as a result of fraudulent or criminal activity. We may also be entitled to retain the full premium if your policy is cancelled due to deliberate or reckless misrepresentation.

By You

You may cancel your policy by giving seven days notice and returning your motor insurance certificate to us or your broker. Cancellation will take effect from the date we receive your Certificate of Motor Insurance and we will refund the unexpired portion of the annual premium less an administration fee; however, we will not refund any premium if a claim has been made in the current period of insurance.

Cooling off period

Once you have entered into this insurance contract you have 14 days to decide whether you wish to proceed. This 14 day period will commence from either the inception date of the contract or the date on which you receive the full terms and conditions of the contract, whichever is later.

If you wish to cancel this policy you must return either the current Certificate of Insurance, or the current cover note to us or your Broker within this 14 day period. Provided a claim has not been made, we will refund the unexpired portion of the annual premium less an administration fee; however, we will not refund any premium if a claim has been made in the current period of insurance.

Returning or Surrendering the Certificate

You must return, by hand or by post, the original hard copy of the current Certificate of Insurance to us or your Broker.

As an alternative to the above, we may, in certain circumstances (e.g. during a total loss claim), send you an electronic communication to obtain your confirmation that you agree that your current Certificate of Insurance is deemed to be surrendered.

Please note that if you have received notice of cancellation from us or your Broker, it is an offence under Road Traffic Law not to return or surrender the current Certificate of Insurance within seven days of the cancellation date in accordance with one of the methods described above.

Claims handling

If any accident, injury, loss or damage occurs that could lead to a claim on this policy:

- You must notify us immediately or as soon as is reasonably possible and send us a completed accident report form. You will need to send us immediately unanswered, any letter, claim, writ or summons you receive and you must give us all the information and assistance we require to deal with the claim and notify us immediately of any impending prosecution, inquest or fatal injury inquiry
- You or the person driving must not admit liability for any claim against you or make any offer to pay a claim and you must fully co-operate with any third party service provider we (or anyone else who acts on our behalf) may instruct to assist in dealing with the claim
- We will defend or settle any claim under this policy in your name or the name of any other person covered by this policy and we are entitled to take legal action in any such name to recover any payments we make
- If we refuse to indemnify you in respect of an accident due to any omission or misrepresentation, but have a liability to pay a claim under the Road Traffic Act, we reserve the right to settle such claims or judgments, without prejudice to our position under this policy, and seek reimbursement from you or the person who incurred the liability, of all payments we make
- If we are required to pay a claim under the law of any country covered by this policy which we would not otherwise be liable to pay, we will seek reimbursement of any costs from you or the person who incurred the liability
- We shall have full discretion in the conduct of any proceedings or the settlement of any claim

Fraud

We will not pay for any loss, damage or liability if you or any other person covered by this policy or anyone acting for you makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances we will void this insurance contract without refunding any premium and will seek to recover any costs that we have incurred.

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 the scheme is available on the FSCS Website at www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Complaints

We aim 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

We will endeavour to investigate your complaint fully and resolve immediately. If we cannot resolve your complaint by the next working day 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 agent 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.

Making a Claim

What to do in the event of an accident, fire or theft

- Obtain the details of all other parties involved (if applicable) including their name, address, contact number, vehicle make, model and registration number, insurance company and policy number
- Contact our UK based 24/7 claims assist line on **0800 012 6851**.

If your vehicle has been stolen or damaged by an attempted theft then you must also notify the police immediately and obtain a crime reference number.

If you have been involved in an accident or if your vehicle has been damaged by theft, attempted theft, malicious damage, vandalism or fire, we will arrange for the repair of your vehicle with a VBRA or MVRA approved repairer provided you have the relevant cover as shown in your Policy Schedule. We will:

- Collect and return your vehicle to or from your home or place of work
- Guarantee all repairs for three years

Important – the above features are only available in the UK through our approved repairer network.

Glass claim (comprehensive policyholders only)

If you have suffered damage to your front/rear screens or side glass, please contact our approved glass provider on **0800 012 6852**.

Please also note:

- You must pay the standard £90 windscreen excess and are covered up to £350 after deduction of your excess provided you use our approved replacement glass repairer
- If you do not use our approved replacement glass provider, the higher excess of £150 will apply and cover will be restricted to £100 after deduction of your excess
- You must pay the standard £25 excess if your windscreen is repaired
- Sunroofs or other roof glass are excluded from this cover

01/03/2017