



Commercial Vehicle Insurance Policy

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 the declaration **you** have made.

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 document, **certificate of motor insurance** and **schedule** together, to ensure they give **you** the cover **you** want.

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

INSURER INFORMATION

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

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

S White

Chairman

For Pukka Insure Ltd

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

Pukka Insure Ltd is a private limited company incorporated in Gibraltar (Company Number: 113487), Registered Office: Suite 2, The Cottage, 13-15 Giros Passage, Gibraltar. **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	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.
Approved Repairer	A facility approved by us for the repair, damage assessment and/or storage of your motor vehicle .
Certificate of Motor Insurance	Documentary evidence that you have taken out the insurance that you must have by law. It describes your motor vehicle , who can drive it and the purpose that it can be used for.
Endorsement	A change to the terms of your policy, and shown on your schedule .
Excess	The amount you will have to pay towards any claim and shown on your schedule or policy section.
Fire	Fire , lightning, explosion or self-ignition.
Insurer Adviser	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, 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 .
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.
Territorial Limits	Countries within the United Kingdom (UK) , and the European Union (EU), Andorra, Croatia, 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**;
- 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;
- loss or damage by pollution or contamination however caused, except as required by the **road traffic acts**;
- any amount exceeding £2,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss or use or other indirect loss in respect of property;
- loss, damage or injury arising out of "road rage" or a deliberate act by **you** or any person driving the insured **motor vehicle** with **your** permission;
- loss of or damage to any **motor vehicle you** drive, or any trailer or vehicle **you** tow;
- the loading or unloading of the **insured motor vehicle** when involving the use of any hoist, crane, lift forklift truck or similar appliance;
- any claim for any damage to any road structure or structure caused by vibration or weight of **your vehicle** or its load.

SECTION 2 – THIRD PARTY FIRE AND THEFT COVER

What is Covered

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

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

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

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

The payment will be made to:

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

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

Replacement Locks

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

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

Parts

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

Repair Guarantee

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

Not Covered by Section 2

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

SECTION 3 – ACCIDENTAL DAMAGE COVER

What is Covered

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

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

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

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

The payment will be made to:

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

Parts

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

Repair Guarantee

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

Not Covered by Section 3

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

EXCLUSIONS FOR SECTIONS 2 & 3

We will not pay for:

- more than the **market value** at the time of accident or loss if **your motor vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- more than the last list price of parts no longer available.
- loss or damage caused by theft or attempted theft whilst the **vehicle is left unattended**, unless all the doors, windows and other openings are closed or locked, and the **motor vehicle's** keys and any door or ignition unlocking devices are removed and the vehicles 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.

SECTION 4 – WINDSCREEN COVER

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 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 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 policy period.

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.

SECTION 5 – AUDIO EQUIPMENT

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

Comprehensive Cover & Third Party Fire and Theft Cover

- £200

Not Covered by Section 5

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

SECTION 6 – FOREIGN USE

Compulsory Insurance

This 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);
- Any country which the Commissioner of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number 72/166/CEE). (If the level of cover granted under EU Directives is less than provided by the **United Kingdom** law the higher level will apply).

Travel within Territorial Limits

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

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.

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.

GENERAL CONDITIONS

General The cover provided by this insurance only applies if the information provided on the statement of fact, statement of insurance and/or proposal form and declaration is correct and complete to the best of **your** knowledge and belief. The premium charged is based on the information **you** gave **us** when **your** cover started and/or when renewed.

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 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.
- Should **we** deal with a claim involving the actual or constructive total loss of the insured **motor vehicle** then any outstanding instalments may be deducted from the agreed settlement value.
- 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 any claim is in any way fraudulent or if **you** or anyone acting on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim, or submitting forged or falsified documents, or if **you** have not given complete or accurate information, then no payment will be made and all cover under this policy will end.

Your Vehicle **You** must take all reasonable steps to protect **your motor vehicle** and its contents from loss or damage, and the vehicle must be maintained, and kept in an efficient and a roadworthy condition. **We** must be allowed to examine **your motor vehicle** if **we** request to do so.

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 "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 broker may charge for their administration costs.

- Other cancellation rights: **You** can cancel this insurance at any time by writing to **us** via **your insurance adviser** and returning **your certificate of motor insurance**. Cancellation of the policy will be effected from date of request by policyholder. 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.
- Our cancellation rights: **We** or **your** insurance adviser 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.
- Premium defaults: If **you** pay **your** premium by instalments and there is a default in payments, **we** or **your** insurance adviser may cancel this insurance by sending **you** 7 days' notice of cancellation in writing.

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 **You** must advise **us** (or **your insurance adviser** 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 or in the charge of any person (including **you**) who **you** know is a provisional license holder and who is not accompanied by a person who is aged 21 or over and who has held a full **UK** or EU driving license for at least 3 years;
- 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 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](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.

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. 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 agent in the first instance.

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.