



# **Commercial Vehicle Telematics Motor Insurance**

## **Policy Wording**



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## What to do in the event of an accident

Regardless of blame these measures will help to protect **you**:

- Stop as soon as possible, in a safe place. If anybody has been injured, call the police and ambulance service immediately. If **you** have a warning triangle, place it well before the obstruction. **Do not admit responsibility for the incident, or liability, either verbally or in writing.**
- **We** also recommend **you** take photos in the event of an incident or as an alternative, keep a pen and paper in the **insured vehicle**, so **you** can then make a quick sketch of the direction and final position of each vehicle. Write down the name, address and vehicle registration number of the other driver(s). Please also make a note of the number of passengers in each vehicle. If the police attend the scene please write down the officer's name, number and police force. If **you** have a mobile phone with **you**, try and take photographs to support the positions of the vehicles and the extent of damage. This information will help **us** in dealing with **your** claim.
- **You** should obtain the insurance details of all drivers and **you** must give **your** own insurance to anyone who has reasonable grounds for requesting them. It is most important to obtain details of all witnesses. Call the Police if a driver refuses to stop or give their details. If any CCTV recordings apply, please ensure these are requested immediately in order to avoid deletion of the same. **Do not admit responsibility for the incident, or liability, either verbally or in writing.**
- If for any reason **you** have not been able to exchange details with other drivers, or **you** were in collision with an animal (which includes a dog, horse, cattle, pig, goat, sheep, donkey or mule), **you** must report the incident to the police as soon as possible and certainly within 24 hours.
- **You** can find out who the insurer is of any other vehicle involved in the accident by using the askMID.com Roadside service created to assist victims of accidents check the insurance details of the other parties involved at the roadside.

**After any accident or incident, you must report this to the claims administrator as quickly as possible after the incident.**

**This is regardless of whether you were at fault or not or wish to make a claim under the policy or not.**

If **your** vehicle is involved in an accident or **you** need to make a claim under this policy, contact the **claims administrator** immediately using the free Claims Helpline number below:

**Claims Helpline Number:**  
**0345 5280262**

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

If **you** choose to use a non-approved repairer instead of an **approved repairer** an additional £200 Accidental Damage or Malicious Damage **excess** will apply in addition to the excesses stated within **your** policy **schedule**.

Refer to **your** policy **schedule**.

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, or **theft** has been attempted, or it has suffered from malicious damage or vandalism, before calling **us**, **you** should immediately upon discovery:

- 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.

**We** will deal with **your** claim and claims made against **you**, as quickly and fairly as possible. Please read the general terms and conditions in this policy wording.

## The Parties Involved in your Insurance

**Your** policy is underwritten by the **insurer** stated on your policy documents and are authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and the Financial Conduct Authority (FCA). Their FCA licence details will also be displayed on **your certificate of motor insurance**.

Pukka Services are the administrators of this policy for and on behalf of the **insurer**.

Pukka Services is a trading name of Action 365 Ltd, a private limited company incorporated in the United Kingdom (Company Number: 03839322), Registered Address: Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire, SK8 6RL

**We** are authorised and regulated by the Financial Conduct Authority under Firm Reference Number: 306011.

Details about the extent of **our** and **your insurance intermediary's** authorisation and regulation by the Financial Conduct Authority can be checked on the Financial Conduct Authority's register by visiting the Financial Conduct Authority's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Action 365 Ltd are the **claims administrator** for this policy and are authorised and regulated by the Financial Conduct Authority (FRN 306011).

Registered in England and Wales: Company No: 3839322. Registered Address: Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire, SK8 6RL. **You** should contact them in the event of a claim. Their contact details are shown below in **What to do in the event of an accident**.

**Your** insurance policy has been arranged for **you** by **your insurance intermediary**. **You** will find their details on **your** policy **schedule**. **You** should contact them if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see **Notification of changes which may affect your insurance on page 8**).

## Your Commercial Vehicle motor insurance policy

Thank **you** for taking **your** commercial vehicle insurance with Pukka Services. **We** are delighted to have **you** as a customer.

This policy wording is evidence of a legally binding contract of insurance between **you** (the insured) and **us**. **We** rely upon:

- the information **you** provided, or which has been provided on **your** behalf on **your 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.

Please read this policy wording, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the policy wording apply. Please check all the above documents carefully to make certain they give **you** the cover **you** want. If any of this information is incorrect, please contact **your insurance intermediary**.

**We** agree to insure **you** under the terms, conditions and exceptions contained in this policy wording or in any **endorsement** applying to this policy wording. The insurance provided by this policy wording covers any liability loss or damage that may occur within the **geographical limits** of the policy during any **period of insurance** for which **you** have paid or agreed to pay the premium.

Nobody other than **you** (the insured) and **us** has any rights that they can enforce under this contract except for those rights that they have under **road traffic law** in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.



S White – Chairman

## Definitions

The words or phrases shown below have the same meaning wherever they appear in this policy wording (in bold text) and your certificate of motor insurance, schedule and endorsements.

<b>Accessories</b>	Standard parts or products specifically designed to be fitted to <b>your insured vehicle</b> , including the manufacturer's standard tool kit and the motor vehicle's safety equipment. <b>You</b> must notify <b>your insurance intermediary</b> of any alterations to <b>your insured vehicle</b> , as <b>we</b> may treat some <b>accessories</b> as modifications.
<b>Approved Repairer</b>	A facility approved by <b>us</b> or the <b>claims administrator</b> for the repair, damage assessment and/or storage of <b>your insured vehicle</b> .
<b>Audio Equipment</b>	Permanently fitted radios, cassette, compact disc, MP3/4 or DVD players, telephones, CB radios and audio, visual, communication and navigation equipment. This does not include portable items (such as radar detection equipment, personal digital assistants, or portable GPS navigators, mobile phones, smart phones, iPods and e-book readers and any other portable digital, optical, audio and video media players or similar and/or their accessories). Cassette tapes, compact discs or DVDs are not included within this definition.
<b>Certificate of Motor Insurance</b>	A document, which is legal evidence of <b>your</b> insurance and is required by law and forms part of this contract of insurance. The <b>certificate of motor insurance</b> must be read with this policy wording. It shows which vehicle is covered, who can drive the <b>insured vehicle</b> and what purpose it can be used for.
<b>Claims Administrator</b>	Action 365 Ltd.
<b>Compulsory Excess</b>	An amount <b>you</b> have to pay towards the cost of a claim under this insurance. An amount which is not covered by <b>your</b> insurance. This amount does not include the amount of any <b>excess</b> that <b>you</b> elect to pay in addition in order to reduce <b>your</b> premium.
<b>Endorsement(s)</b>	A change to the terms of <b>your</b> policy and shown on <b>your schedule</b> which replaces or alters the standard policy wording.
<b>Excess(es)</b>	<p>The amount <b>you</b> have to pay towards any claim and shown on <b>your schedule</b> or policy section. An amount which is not covered by <b>your</b> insurance. <b>You</b> are responsible for the <b>excess</b> even if the incident is not <b>your</b> fault. <b>You</b> have to pay this amount regardless of the circumstances leading to the claim.</p> <p>A compulsory <b>excess</b> is the amount <b>you</b> will have to pay towards each claim, as shown on <b>your schedule</b>.</p> <p>A voluntary additional excess is an amount <b>you</b> have agreed to pay if <b>you</b> make a claim, in addition to the compulsory <b>excess</b>. Please note that the word "voluntary" does not mean you can choose whether to pay this excess or not.</p>

	<p><b>Your</b> total <b>excess</b> is the full amount <b>you</b> will have to pay if <b>you</b> make a claim under this Policy. Please refer to <b>your schedule</b> for full details and different excesses may apply to different named drivers.</p> <p>If <b>you</b> choose to use a non-approved repairer instead of an <b>approved repairer</b> an additional £200 Accidental Damage or Malicious Damage <b>excess</b> will apply in addition to the <b>excesses</b> stated within <b>your</b> policy <b>schedule</b>.</p>
<b>Fire</b>	<b>Fire</b> , lightning, explosion or self-ignition.
<b>Geographical Limits</b>	Countries within the <b>United Kingdom</b> , the Isle of Man, the Channel Islands and the European Union (EU), Andorra, Iceland, Norway and Switzerland. Please also see Section 5 – Foreign Use of the <b>insured vehicle</b> for further details on use of the <b>insured vehicle</b> outside of the <b>geographical limits</b> .
<b>Hazardous Goods</b>	Explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.
<b>Insurance Intermediary</b>	The Insurance Broker, Agent or Intermediary who while acting on <b>your</b> behalf has placed this insurance with <b>us</b> .
<b>Insured Vehicle</b>	<p>The <b>insured vehicle</b>, the details of which and registration number are shown on the <b>certificate of motor insurance</b> and <b>your schedule</b>.</p> <p><b>Insured vehicle</b> includes <b>accessories</b> which are permanently fitted to the <b>insured vehicle</b> but does not include any item of sound reproduction, communications, navigation or in vehicle entertainment equipment other than <b>audio equipment</b> as defined above. The <b>insured vehicle</b> is the subject matter of this contract of insurance.</p>
<b>Insurer</b>	The insurance company which covers you and whose name is shown in the Statement of Fact, Policy Schedule and the <b>Certificate of Motor Insurance</b> on whose behalf this policy wording is issued
<b>Market Value</b>	The cost of replacing <b>your insured vehicle</b> with one of similar type, age, and/or condition at the time of the loss as assessed by <b>us</b> . <b>We</b> use guides which refer to vehicle values, engineers and any other relevant sources to assess the <b>market value</b> . The valuation will not be more than the last estimated value <b>you</b> have declared to <b>us</b> .
<b>Motor Policy</b>	The document consisting of <b>your statement of fact</b> , <b>our</b> motor insurance Policy Wording, <b>your certificate of motor insurance</b> , <b>schedule</b> , and any <b>endorsements</b> .
<b>Non-recoverable claim</b>	A claim made against <b>your</b> policy, where <b>we</b> / the <b>claims administrators</b> have made a payment which cannot be recovered in full from a Third Party. This includes outstanding claims where it is not clear who is responsible for the incident.



<b>Period of Insurance</b>	The period of time covered by this insurance as shown in the <b>schedule</b> and/or <b>certificate of motor insurance</b> , and for which <b>we</b> have accepted <b>your</b> premium.
<b>Personal Effects</b>	Personal property within the <b>insured vehicle</b> including but not limited to portable <b>audio equipment</b> , multimedia equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to the <b>insured vehicle</b> .
<b>Road Traffic Act(s)/Law(s)</b>	The laws which include details of the minimum motor insurance cover needed in the <b>United Kingdom</b> or in any country in which this insurance applies.
<b>Schedule</b>	The document that identifies the policyholder and sets out details of the cover <b>your</b> policy supplies. The <b>schedule</b> forms part of this contract of insurance.
<b>Statement of Fact</b>	The form that shows the information that <b>you</b> gave <b>us</b> or that was given on <b>your</b> behalf at the time <b>you</b> applied for this insurance. <b>We</b> have relied on the information provided on this form in entering into this contract of insurance. If there are any alterations to the facts shown in this form <b>you</b> should inform <b>your insurance intermediary</b> as soon as possible.
<b>Terrorism</b>	An act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and / or to put the public, or any section of the public in fear. To be read in conjunction with further definitions in the Terrorism Act 2016.
<b>Theft</b>	Any <b>theft</b> or attempted <b>theft</b> which has been reported to the police.
<b>United Kingdom</b>	England, Scotland, Wales and Northern Ireland (including transit by sea, air, rail or within and between these places).
<b>We/Us/Our</b>	Action 365 Ltd t/as Pukka Services.
<b>You/Your</b>	The person or company named in the <b>schedule</b> and <b>certificate of motor insurance</b> as the insured or policyholder.

Notification of changes which may affect your insurance

**You** should keep a complete record of all information (including copies of letters) supplied to **us** in taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy wording, the **schedule** (which may make reference to **endorsements**) and the **certificate of motor insurance** very carefully. **You** should pay special attention to the general exceptions and general terms and conditions of this policy wording.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should contact **your insurance intermediary** immediately.

## Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

**You** are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **you** were asked at the time of insuring with **us**. It is important that **you** check **your** records for the information **you** have provided and notify **us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **your** knowledge may result in increased premiums, refusal of a claim or **your** policy being cancelled and may affect **your** ability to gain insurance from other insurers.

**You** are required to update **us** with any changes to the information **you** provided at the time **you** asked **us** to insure **you**. When **you** tell **us** about these changes, **we** may adjust the premium. If **you** do not tell **us** about these changes or inaccuracies, this may result in refusal of a claim or **your** policy being cancelled and may affect **your** ability to gain insurance from other insurers. The changes **you** are required to notify **us** of include the following:

- a change of vehicle, or **you** purchase another vehicle to which **you** want cover to apply;
- **you** wish a new driver to be covered, or there is a change in the main driver of the **insured vehicle**;
- if **your** driving licence number changes or if any driver insured under this policy has their driving licence revoked, either temporarily or permanently;
- someone who drives the **insured vehicle** received a motoring or a fixed penalty notice, has a pending prosecution or has a claim on another policy;
- someone who drives the **insured vehicle** received a non-motoring conviction that are not considered spent. A spent conviction is one that, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If, however, someone has received a prison sentence of more than four years, the conviction will never be spent;
- someone who drives the **insured vehicle** suffers from a medical or physical condition or disability that **you** or any insured drivers need to tell the DVLA/DVANI about, including any **you** haven't told them about yet;
- the **insured vehicle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional-fit accessories such as spoilers, skirts, alloy wheels, etc.);
- a change of occupation (full or part-time) by **you** or any other driver;
- **you** change **your** address or the address where the **insured vehicle** is normally kept;
- a change in the use of the **insured vehicle**;
- if **you** have sold the **insured vehicle**;
- a change of ownership of the **insured vehicle**;
- if the **insured vehicle** is likely to exceed the annual mileage declared at the commencement of the policy for which **you** may have received a premium discount;

- if **you** or any driver of the **insured vehicle** are involved in an accident or incident with another party, no matter how trivial, and even if **you** do not wish to submit a claim and regardless of blame.

This is not a full list and if **you** are in any doubt, **you** should advise **your insurance intermediary** for **your** own protection. If **you** do not tell **us** about the changes, **your** insurance may not cover **you** fully or at all.

At renewal, **you** must tell **your insurance intermediary** if any of the information has changed, including but not limited to any claims (whether your fault or not), convictions, pending prosecutions, disqualifications and fixed penalties for **you** or any named drivers.

When **you** inform **us** of a change **we** will tell **you** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

## How we will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **you** have not disclosed, or **you** have misrepresented but **we** deem this was not deliberate or reckless:

- Where additional terms would have been imposed by **us** (other than terms relating to premium), **we** will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty;
- Where **we** would not have entered into the insurance contract at all **we** can treat the insurance as void and cancel **your** policy as if it never existed from inception and refuse to pay all claims;
- **We** will return the premium **you** have paid to **us** unless there is another reason why **we** should retain it. See Cancellation Section of **your** policy.
- Claims where **we** deem the misrepresentation or non-disclosure to be deliberate or reckless:
- **We** will have the option to treat the insurance as void (**we** can cancel **your** policy from inception and treat the insurance as though it had never existed);
- **We** can retain the full premium even if **you** have not paid **us** the premium in full **we** shall be entitled to collect it from **you**.

## Fraudulent claims

**We** will not pay claims where **you** have committed fraud in relation to a claim on this policy. **We** may also cancel the policy and any other policies **you** have with **us**, from the date the fraud occurred.

**We** may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

**It is important that you check your records for the information you have provided and notify us immediately of any changes to these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or your policy being cancelled.**

## Data Protection

**We** are governed by the Data Protection legislation applicable in the **United Kingdom**. Under this legislation **we** are required to tell **you** about how **we** will use the information that **you** give **us**, who **we** may share information with and the systems **we** have in place that allow **us** to detect and prevent fraudulent applications for insurance and claims.

The processing of personal data is governed by the General Data Protection Regulation 2016/679 ("the GDPR").

Action 365 Ltd t/as Pukka Services will be the data controller of **your** data for the purposes of the GDPR. This means that **we** exercise control over the processing of the personal data and carry data protection responsibility for it. **Our** contact details are shown below:

**Pukka Services**  
**Eden Point**  
**Three Acres Lane**  
**Cheadle Hulme**  
**Cheshire**  
**SK8 6RL**

Email: [compliance@pukka.co.uk](mailto:compliance@pukka.co.uk)

## Why we need your data

### Insurance administration

The information that **you** give to **us** will be used by **us** and **your insurance intermediary** and anybody appointed by **us** or them for the purposes of administering **your** insurance or a claim. It may be disclosed to reinsurers and to regulatory authorities for the purposes of monitoring **our** or **your insurance intermediary's** compliance with regulatory requirements.

Where this happens, **we** will ensure that anyone to whom **we** send **your** information agrees to treat it with the same level of protection as if **we** were dealing with it.

**We** and **your insurance intermediary** may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). These checks may be made when **you** take out insurance with **us** or if **you** make a claim and the information shared with anyone acting on **our** behalf to administer **your** insurance or a claim (e.g. loss adjusters or investigators).

## Credit searches

To help **us** prevent fraud and to check **your** identity, **we** and **your insurance intermediary** may search files made available to **us** by credit reference agencies, who may keep a record on that search.

## Types of data collected

In order to assess the terms of **your** insurance or to administer a claim **we** may need to collect personal data, some of which is defined as sensitive (such as medical conditions and convictions).

This information may include:

- basic personal details such as **your** name, address, e-mail address or date of birth; additional information about **your** lifestyle and insurance requirements, such as details of **your insured vehicle**, **your** home or access to other vehicles;
- sensitive personal information – in certain cases **we** may collect sensitive personal information such as medical information or disclosures about previous convictions. This policy wording explains why **we** need this information and the purposes for which **we** will use it;
- information about other members of **your** household or family, for example, family members who may use **your insured vehicle**.

## The legal basis for processing your data

The legal basis for processing **your** basic personal data as described above is the necessity for the performance of a contract of insurance between **you** and **us**, and in some cases for **us** to comply with a legal obligation, or in our legitimate interests.

The legal basis for processing **your** sensitive personal data as described above is substantial public interest, or where **we** deal with legal claims.

## 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:

The personal information **we** have collected from **you** will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies, and **your** data protection rights, can be requested from **us** by contacting [compliance@pukka.co.uk](mailto:compliance@pukka.co.uk).

### Claims management purposes

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 DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes including but not limited to:

- 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 EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information;
- Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the police.

- **you** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com);
- **you** can find out more about the MID by visiting the MIB web site at [www.mib.org.uk](http://www.mib.org.uk);
- **you** should show these notices to anyone insured to drive the vehicle(s) covered under this insurance.

## DVLA – MyLicence

The “MyLicence” programme gives insurers access to accurate data from the Driver and Vehicle Licensing Agency (“DVLA”) on motoring entitlements, convictions, and penalty points when providing quotes for insurance policies.

### 1. Insurance underwriting purposes:

MyLicence is used for 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:

- Provide **your** (or any person included on the **statement of fact**) Driving Licence Number (“DLN”) to the DVLA to confirm **your** (or the relevant person included on **your** application for insurance), licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of **your** insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with DVLA should not show a footprint against **your** (or another relevant person included on the **statement of fact**) driving licence.
- Search **your** (or any person included on the **statement of fact**) no claim discount details against a No Claim Discount Database (“NCD”) to obtain information in relation to **your** no claim discount entitlement. Such searches may be carried out against **your** (or the relevant person included on the **statement of fact**) driving licence.
- Searches may be carried out at a point of quote and if an insurance policy is inception at the renewal stage.

### 2. Anti-fraud purposes:

- Undertaking searches against **your** (or any person included on the **statement of fact**) DLN against details held by the DVLA to confirm **your** licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidence of negligent misinterpretation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against **your** (or any person included on the **statement of fact**) driving licence.

**Your** personal data will not be used for marketing. It will only be shared with organisations involved with the administration of **your** insurance policy or as otherwise set out in this Data Protection Notice.

**We** will pass details of **your** no claim discount to certain organisations to be recorded on the NCD Database. This will occur if information required updating or correcting at any stage, and also at the renewal stage of **your** policy and upon or after the cancellation of **your** policy prior to the expiry date.

For details relating to information held about **you** by the Driver and Vehicle Licensing Agency ("DVLA") please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

## How long we keep your data

**We** are required under **United Kingdom** law to keep **your** basic personal data (name, address, contact details) for a minimum of seven years after which time it will be destroyed.

## Fraud prevention, detection and claims history

Under the conditions of **your** policy **you** must tell **us** about any insurance related (such as accidents, **fire**, water damage, **theft**, etc.) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to industry databases.

**We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at the time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision or administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** process **your** personal data on the basis that **we** have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect **our** business and to comply with laws that apply to **us**. Such processing is also a contractual requirement of the services or financing **you** have requested.

**We** also process **your** sensitive personal data on the basis that it is necessary in the substantial public interest for **us** to prevent fraud and money laundering, and to verify identity, in order to protect ourselves and to comply with laws that apply to **us**.

Fraud prevention agencies can hold your personal data for different periods of time, and if **you** are considered to pose a fraud or money laundering risk, your data can be held for up to seven years.



## Automated decisions

As part of the processing of **your** personal data, decisions may be made by automated means. This means **we** may automatically decide that **you** pose a fraud or money laundering risk if **our** processing reveals **your** behaviour to be consistent with money laundering or known fraudulent conduct, or is inconsistent with **your** previous submissions, or **you** appear to have deliberately hidden **your** true identity. **You** have rights in relation to automated decision making: if **you** want to know more please contact **us** using the details above.

## Consequences of processing

If **we**, or a fraud prevention agency, determine that **you** pose a fraud or money laundering risk, **we** may refuse to provide the services, or **we** may stop providing existing services to **you**. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies and may result in others refusing to provide services to **you**. If **you** have any questions about this, please contact **us** on the details above.

## Data transfers

Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect **your** personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

## Insurance agencies and databases

**We** pass information to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurers' Anti-Fraud and Theft Register (MIAFTR), run by the Motor Insurance Bureau (MIB). The aim is to help **us** to check information provided by **you** and also to prevent fraudulent claims. These registers may be searched in considering any application of insurance in connection with this policy. **We** will pass any information relating to any incident (such as an accident or **theft**), which may or may not give rise to a claim under this policy and which **you** have to notify **us** of in accordance with the terms and conditions of this policy, to the relevant registers.

## Insurers

**We** may pass information about **you** and this policy to insurance companies with which **we** either reinsure **our** business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area ("EEA"). Where information is passed to companies outside of the EEA, **we** will make sure they comply with the same standards of data security as though they were located inside de EEA.

## Your rights and your personal data

Under the GDPR, **you** have the following rights with respect to **your** personal data:

**You** are entitled to receive a copy of the information **we** hold about **you**. A request for personal data is free, unless the request is manifestly unfounded or excessive, in which case a reasonable fee may be charged.

**We** want to make sure that **your** personal data is accurate and up to date. **You** are entitled to rectify any inaccurate personal data held by **us**. **You** have a right to request that **your** personal data held by **us** is erased, subject to meeting certain criteria. If **you** would like to find out more details, please write to **us** at the contact details provided below.

**You** have the right to restrict or object to processing **your** data. Please note that this may result in the cancellation of **your** policy where **we** feel **your** data is necessary for the performance of **your** insurance contract with **us**.

Please be reassured that **we** will not make **your** personal details available to any companies other than those to provide services relating to **your** insurance with **us**.

**You** have the right to data portability. This right allows **you** to obtain the information previously provided to **us**, in a structured, commonly used and machine-readable format and have the right to transmit that data to another controller without hinderance from **us**.

**You** have the right to object, on grounds relating to **your** particular situation at any time to processing **your** personal data. **You** have the right to object to direct marketing at any time to the processing of **your** personal data.

If **you** would like to find out more about **your** rights or exercise any of the above, **you** can write to the Compliance Department at Pukka Services. **Our** address is below:

**Compliance Department, Pukka Services, Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire, SK8 6RL**

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

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at:

**Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF**

E-mail: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)

### **Your insurance intermediary**

In the event that **we** are unable to continue to trade with **your insurance intermediary** because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked, **we** reserve the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

## Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to:

Financial Services Compensation Scheme  
10<sup>th</sup> Floor  
Beaufort House  
15 St Botolph Street  
London EC3A 7QU

## Policy Cover

The level of cover provided by this insurance is shown on **your schedule**. The sections of this motor insurance policy wording that apply for each level of cover are shown below. Cover is subject to any **endorsement(s)** shown on **your schedule**.

<b>Comprehensive Cover</b>	All sections apply
<b>Third Party Fire and Theft Cover</b>	Sections 1, 3 and 5 apply

The general exceptions and general terms and conditions of this motor insurance policy apply to all of the above levels of cover.

## Section 1 – Liability to Other People

### Use of the insured vehicle

**We** will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the **insured vehicle**.

**You**, and:

- anyone named as a driver on **your Certificate of Motor Insurance**, as long as they have **your** permission to drive the **insured vehicle**. They must hold a valid driving licence and not be disqualified from driving or breaking the conditions of their driving licence or any relevant law;
- any passenger in the **insured vehicle**;
- any person using (but not driving) the **insured vehicle** for social domestic and pleasure purposes with **your** permission;
- **your** employer or business partner in the event of an accident occurring while the **insured vehicle** is being used for the business of **your** employer or business partner as long as **your certificate of motor insurance** allows such business use; and
- the legal representatives of any person who would have been covered under this section.

### Third party property damage limit

The cover provided for damage to property is limited to £2,000,000 in respect of any one occurrence or series of occurrences arising out of one event. This limit is inclusive of all legal costs and expenses arising from loss of or damage to other people's property.

### Legal defence costs

If **we** give **you** written permission beforehand, **we** will pay:

- solicitors' fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court;
- the reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by careless or inconsiderate driving or dangerous or reckless driving.

**We** will only pay the legal representation costs incurred in defending **you**, following any third-party claims made against **you** and only if they arise from an accident that is covered under this insurance.

### Emergency Medical Treatment

**We** will pay emergency medical treatment charges required by the **Road Traffic Acts**. If this is the only payment **we** make, it will not affect **your** no claim discount.

### Vehicle sharing

This policy will also allow **you** to carry passengers for social, domestic, pleasure and commuting purposes and, if included in **your policy schedule**, **you** are also covered for business purposes. **You** may receive a mileage allowance or a payment by a passenger towards the cost of fuel. This will not invalidate cover as long as:

- **you** do not make a profit from the vehicle sharing arrangement; and
- the **insured vehicle** is not adapted to carry more than 7 people (including the driver); and
- **you** are not carrying passengers as customers of a passenger-carrying business.

### Exceptions to Section 1:

**We** shall not be liable:

- if the person claiming is otherwise insured;
- driving any other vehicles which are not shown on **your schedule**;
- for loss or damage to property belonging to or injury to animals owned by or held in trust, custody or control or in the care of any person insured under this section or for not being able to use any such property;
- any amount exceeding £2,000,000 for any one occurrence or series of occurrences arising out of one event. This limit is inclusive of all legal costs and expenses arising from loss of or damage to other people's property;
- for damage to property inside the **insured vehicle** or for not being able to use any such property as a result of having been inside the **insured vehicle**;
- for loss or damage to any trailer or caravan being towed by the **insured vehicle** or for not being able to use any such trailer or caravan;

- if death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the **Road Traffic Acts**; or
- for death or bodily injury to any person being carried in or on any trailer or caravan;
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence;
- loss, damage or injury arising out of "road rage" or a deliberate act by **you** or any person driving the **insured vehicle** with **your** permission;
- for legal costs if the person claiming such costs has previously been convicted of any offence for manslaughter or causing death by reckless or dangerous driving;
- for death, injury or damage arising while the **insured vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the **insured vehicle**;
- for death, injury or damage arising during the loading or unloading of the **insured vehicle** when involving the use of any hoist, crane, lift forklift truck or similar appliance;
- for loss, damage or liability resulting from releasing a vehicle that has been seized by the police;
- any claim for any damage to any road structure or structure caused by vibration or weight of **your insured vehicle** or its load;
- any loss, damage or liability when the **insured vehicle** is taken outside of the geographical limits 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 for social, domestic and pleasure purposes;
- any loss, damage or liability when driving other vehicles;
- anything excluded in the General Exceptions.

## Section 2 – Loss or Damage to the Insured Vehicle

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

**We** will cover **you** against loss or damage to the **insured vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism. Loss or damage more specifically covered under Section 3 of this policy is excluded from this section.

Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing repair.

**Under this section we may either:**

- pay for the damage to be repaired; or
- with **your** agreement provide a replacement vehicle; or
- pay an amount of cash equivalent to the loss or damage.

**The most we will pay is the lower of:**

- the **market value** of the **insured vehicle** immediately before the loss;

- the cost of repairing the **insured vehicle**.

If the **insured vehicle** was not first registered from new in the **United Kingdom**, **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the **insured vehicle**.

If the **insured vehicle** is the subject of a hire purchase agreement, finance or leasing agreement, any payment will be made to the owner described in that agreement whose receipt shall be a discharge of any claim under this section. Any payment **we** make will be less the total **excess** as shown on **your schedule**.

If the **insured vehicle** is stolen and has not been recovered at the time of settlement, or regardless of the type of loss or damage is deemed to be beyond economical repair, the damaged vehicle becomes **our** property once a claim is met under the policy. **You** must send the **claims administrator** the vehicle registration document and MOT Certificate for the **insured vehicle** before **we** are able to meet the claim.

If the **insured vehicle** is a total loss and **we** have agreed to compensate **you** under the policy, but the amount to be paid cannot be agreed between **us**, an independent engineer shall be appointed by the **claims administrator** to decide the amount to be paid to **you**. The independent engineer's decision will be binding upon **you** and upon **us**.

## Repairs

Repairs are normally undertaken by **our approved repairer**. Where the **insured vehicle** is repaired by **our approved repairer**, the benefits **you** receive can include:

- all repairs are guaranteed for the duration of the manufacturer's warranty or 1 year whichever is greater;
- **you** will not need to obtain estimates;
- the **insured vehicle** will be washed and cleaned before being returned to **you**.

If **you** choose to use an alternative repairer:

- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
- **we** will only pay for repairs carried out by an alternative repairer, if **we** have confirmed the repairs can proceed in writing to **you**; and
- **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

**Your insurance intermediary** should make **you** aware of the above conditions before **you** enter into any arrangements with them for the repair of the **insured vehicle**.

## Parts and unavailable parts

If parts required for repairing the **insured vehicle** are not available in the **United Kingdom** **our** liability for those parts shall not exceed the manufacturers' last **United Kingdom** list price or if not listed the price of those parts for the nearest comparable vehicle available in the

**United Kingdom.** We will not pay the cost of importing parts that are not available in the **United Kingdom**. In these circumstances, **we** may, at **our** discretion, decide to pay **you** cash in lieu of the estimated cost of repairing the **insured vehicle**.

**We** may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee. Where the **insured vehicle** is damaged to the extent that using new parts will make it uneconomical to repair, **we** may at **our** option ask **you** if **you** are willing to have the **insured vehicle** repaired with second hand parts. This will be at **your** option and only to prevent the **insured vehicle** from being declared a total loss.

**We** will not pay the cost of any repair or replacement which improves the **insured vehicle** or its **accessories** to a better condition than they were in immediately before the loss or damage. If this does happen **you** may be asked to make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as, but not restricted to, exhausts or tyres, trim and mechanical or electrical components.

### Protection and recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay: -

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or place of safety;
- the reasonable cost of re-delivery to **your** home or business address within the **United Kingdom** after the completion of repairs;
- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is considered to be damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing, which may be **our** approved salvage agent.

**You** should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

### Audio equipment

If this equipment forms part of the original vehicle specification and was fitted by the vehicle manufacturer or their authorised dealer at the time the **insured vehicle** was first registered from new, **we** will pay for the repair or replacement (subject to proof of purchase / receipt), after the deduction of any **excess**.

**We** will pay up to £250 subject to the deduction of any **excess**, for any **audio equipment** that was not part of the **insured vehicle** when it was originally manufactured or has been subsequently fitted to the **insured vehicle**.

In the event that the cost of replacing or repairing any **audio equipment** exceeds the **market value** of the **insured vehicle**, the most **we** will pay under this section will be the **market value** of the **insured vehicle**.

### Vehicle salvage/retention

Under certain circumstances **we** may allow **you** to retain the **insured vehicle** as salvage following a total loss claim. This will be at **our** sole discretion and based on criteria applying at the time the **insured vehicle** is deemed to be a total loss.

### Excess

**You** will be responsible for paying the amount shown on the **schedule** in respect of any claim relating to loss of or damage to the **insured vehicle**.

### Replacement Locks

If the keys or any device used to secure, gain access to, or enable **your insured vehicle** to be driven, are lost or stolen and not recovered, **we** will pay up to £300 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 **insured 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 insured vehicle** to be driven; and/or
- if the keys, lock transmitters and other devices that unlock or start **your insured vehicle** were not left in **your insured vehicle** while it was unattended or unoccupied.

If **you** claim under this benefit only, **you** do not have to pay any **excess**.

### Protection against uninsured drivers

Should **you** be involved in a non-fault incident and the third-party vehicle is uninsured, **your** no claim discount will not be reduced, and **you** will not have to pay any **excess**. This cover is subject to the following:

- the accident is reported to the police and a reference is obtained; and
- **you** provide **us** with the details of the third-party vehicle registration number, vehicle make and model; and
- **you** collect the third-party drivers name and address.

## Section 3 – Loss or Damage to the Insured Vehicle by Fire or Theft

**This section only applies if the cover shown on your schedule is comprehensive or third-party fire and theft.**

**We** will cover **you** against loss or damage to the **insured vehicle** (less any **excess** that applies) caused by **fire**, lightning, self-ignition, explosion, **theft** or attempted **theft**.



Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing repair.

#### Under this section we may either:

- pay for the damage to be repaired; or
- with **you** agreement provide a replacement vehicle; or
- pay an amount of cash equivalent to the loss or damage.
- **The most we will pay is the lower of:**
- the **market value** of the **insured vehicle** immediately before the loss;
- the cost of repairing the **insured vehicle**.

If the **insured vehicle** was not first registered from new in the **United Kingdom**, we will not pay more than the purchase price paid by **you** at the time that **you** purchased the **insured vehicle**.

If the **insured vehicle** is the subject of a hire purchase agreement, finance or leasing agreement, any payment will be made to the owner described in that agreement whose receipt shall be a discharge of any claim under this section.

If the **insured vehicle** is stolen and has not been recovered at the time of settlement, or regardless of the type of loss or damage is deemed to be beyond economical repair, the damaged vehicle becomes **our** property once a claim is met under the policy. **You** must send the **claims administrator** the vehicle registration document and MOT Certificate for the **insured vehicle** before we are able to meet the claim.

If the **insured vehicle** is a total loss and we have agreed to compensate **you** under the policy, but the amount to be paid cannot be agreed between us, an independent engineer shall be appointed by the **claims administrator** to decide the amount to be paid to **you**. The independent engineer's decision will be binding upon **you** and upon us.

## Repairs

Repairs are normally undertaken by **our approved repairer**. Where the **insured vehicle** is repaired by **our approved repairer**, the benefits **you** receive can include:

- all repairs are guaranteed for the duration of the manufacturer's warranty or 1 year whichever is greater;
- **you** will not need to obtain estimates;
- the **insured vehicle** will be washed and cleaned before being returned to **you**.

If **you** choose to use an alternative repairer:

- we will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
- we will only pay for repairs carried out by an alternative repairer, if we have confirmed the repairs can proceed in writing to **you**; and
- we will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances we may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

**Your insurance intermediary** should make **you** aware of the above conditions before **you** enter into any arrangements with them for the repair of the **insured vehicle**

### Parts and unavailable parts

If parts required for repairing the **insured vehicle** are not available in the **United Kingdom** **our** liability for those parts shall not exceed the manufacturers' last **United Kingdom** list price or if not listed the price of those parts for the nearest comparable vehicle available in the **United Kingdom**. **We** will not pay the cost of importing parts that are not available in the **United Kingdom**. In these circumstances, **we** may, at **our** discretion, decide to pay **you** cash in lieu of the estimated cost of repairing the **insured vehicle**.

**We** may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee. Where the **insured vehicle** is damaged to the extent that using new parts will make it uneconomical to repair, **we** may at **our** option ask **you** if **you** are willing to have the **insured vehicle** repaired with second hand parts. This will be at **your** option and only to prevent the **insured vehicle** from being declared a total loss.

**We** will not pay the cost of any repair or replacement which improves the **insured vehicle** or its **accessories** to a better condition than they were in immediately before the loss or damage. If this does happen **you** may be asked to make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as, but not restricted to, exhausts or tyres, trim and mechanical or electrical components.

### Protection and recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay: -

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or place of safety;
- the reasonable cost of re-delivery to **your** home or business address within the **United Kingdom** after the completion of repairs;
- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is considered to be damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing, which may be **our** approved salvage agent.

**You** should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

### Audio equipment

If this equipment forms part of the original vehicle specification and was fitted by the vehicle manufacturer or their authorised dealer at the time the **insured vehicle** was first registered

from new, **we** will pay for the repair or replacement (subject to proof of purchase / receipt), after the deduction of any **excess**.

**We** will pay up to £250 subject to the deduction of any **excess**, for any **audio equipment** that was not part of the **insured vehicle** when it was originally manufactured or has been subsequently fitted to the **insured vehicle**.

In the event that the cost of replacing or repairing any **audio equipment** exceeds the **market value** of the **insured vehicle**, the most **we** will pay under this section will be the **market value** of the **insured vehicle**.

### Vehicle salvage/retention

Under certain circumstances **we** may allow **you** to retain the **insured vehicle** as salvage following a total loss claim. This will be at **our** sole discretion and based on criteria applying at the time the **insured vehicle** is deemed to be a total loss.

### Excess

**You** will be responsible for paying the amount shown on the **schedule** in respect of any claim relating to loss of or damage to the **insured vehicle**.

### Replacement Locks

If the keys or any device used to secure, gain access to, or enable **your insured vehicle** to be driven, are lost or stolen and unrecovered, **we** will pay up to £300 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 **insured 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 insured vehicle** to be driven; and/or
- if the keys, lock transmitters and other devices that unlock or start **your insured vehicle** were not left in **your insured vehicle** while it was unattended or unoccupied.

If **you** claim under this benefit only, **you** do not have to pay any **excess**.

## Exceptions to Section 2 & 3:

**These sections of your insurance policy do not cover the following:**

- the amount of any **excess** shown on the **schedule** or in this policy wording or both;
- more than the **market value** at the time of the incident or loss if **your insured vehicle** or **accessories** or spare parts are damaged beyond economical repair;
- more than the list price for parts as per the manufacturers' last **United Kingdom** list price or if not listed, the price of those parts for the nearest comparable vehicle available in the **United Kingdom**;

- any amount greater than £250 in respect of any one occurrence for loss or damage caused to **audio equipment** permanently fitted to the **insured vehicle** if this **audio equipment** does not form part of the original manufacturer's specification. This amount is also subject to the deduction of any **excess** shown on the **schedule**, this policy wording or both;
- More than £150 for loss or damage to sign writing or any other vinyl artwork
- VAT if **you** are VAT registered;
- for loss or damage to any trailer or caravan being towed by the **insured vehicle** or for not being able to use any such trailer or caravan;
- indirect losses, which result from the incident that caused **you** to claim. For example, **we** will not pay compensation for **you** being out of pocket because **you** cannot use the **insured vehicle**, or the cost of hiring another vehicle;
- wear and tear, deterioration, depreciation, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks, or any loss or damage that happens gradually;
- any loss or damage to the **insured vehicle** caused directly or indirectly by **fire** if the **insured vehicle** is equipped for the cooking and/or heating of food and/or drink;
- depreciation or loss of value following repairs;
- loss of or damage to the **insured vehicle** arising from the **insured vehicle** being taken by a person:
  - who is not permitted to drive under the **certificate of motor insurance**, and
  - who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or **your** family or household unless there is evidence that they are being prosecuted for taking the **insured vehicle**;
- loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank;
- loss or damage to the **insured vehicle** where possession of it is gained by deception, on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer;
- any additional damage resulting from the **insured vehicle** being moved by anyone insured under this policy after an accident, **fire** or **theft**;
- any **theft**, loss of or damage to keys, keyless entry cards, lock or ignition activators, alarm or immobiliser activators (unless specifically covered under Section 2 or Section 3 of this policy);
- repairs, re-programming or replacement of any component, including locks on the **insured vehicle**, consequent upon the **theft**, loss of or damage to the vehicle's keys,

keyless entry cards, lock or ignition activators or alarm or immobiliser activators (unless specifically covered under Section 2 or Section 3 of this policy);

- loss of or damage to the **insured vehicle** and/or **audio equipment** while **you** are not in the **insured vehicle** arising from **theft** or attempted **theft** when:
  - ignition keys, or any other device which unlocks and/or starts the **insured vehicle**, have been left in the immediate proximity of the **insured vehicle**, in or on the **insured vehicle** or care has not been taken to prevent loss, or
  - the **insured vehicle** has not been secured by means of all door locks, or
  - any window or any form of sliding or removable roof or hood have been left open or unlocked.
- loss of or damage to the **insured vehicle** arising from malicious damage, vandalism or **theft** if **you** have not (within seven calendar days of discovery):
  - reported the incident to **your** nearest police station, and
  - obtained a crime reference number from the police.
- loss or damage caused by an inappropriate type or grade of fuel being used;
- loss or damage caused by any contaminated fuel being used;
- the **insured vehicle** being repossessed by its rightful owner or having to pay compensation to the owner;
- loss or damage caused by confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority, HM Revenue and Customs or the police;
- loss or damage to tools of trade, **personal effects**, documents or goods;
- damage to tyres caused by braking, punctures, cuts or bursts, or normal use;
- glass/windscreen damage which is more specifically covered under Section 4 of this policy wording;
- loss of or damage to any item of sound reproduction, communications, navigation or in-vehicle entertainment equipment other than to **audio equipment** as defined elsewhere in this policy wording;
- loss of or damage to the **insured vehicle's** fuel system if it has been modified from the manufacturer's standard specification, unless **you** have previously declared this on **your statement of fact** as a modification; and **we** have accepted this in writing, at the time **you** arranged the insurance with **us**;
- loss or damage caused by frost or freezing, or damage due to ingress of water where **you** have driven through water;
- any loss from or to the **insured vehicle** resulting from any form of repair, improvement or modification that has been undertaken by **you** or anyone under **your** instruction that

is not qualified to make such repairs, modifications or improvements to the **insured vehicle**;

- any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them;
- loss or damage whilst being parked by an employee of a hotel or restaurant or car parking service;
- any reduction in value following repairs;
- any loss, damage or liability when the **insured vehicle** is taken outside of the geographical limits 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 for social, domestic and pleasure purposes;
- anything excluded in the General Exceptions.

## Section 4 – Glass and Windscreen Cover

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

**We** will cover **you** for the cost of repair/replacement of:

- the windscreen of the **insured vehicle** following accidental damage, malicious damage, vandalism, **theft** or attempted **theft**;
- the side and rear windows of the **insured vehicle** following accidental damage, vandalism, **theft** or attempted **theft**.
- The sunroof if the **insured vehicle** has one.

**We** may at **our** option use parts that have not been supplied by the original manufacturer when replacing a windscreen or glass under this section.

A claim under this section will not affect **your** no claim discount (if applicable).

In the event of an incident likely to give rise to a claim for damaged glass or windscreen please contact the approved repair/ replacement service as follows:

**Claims Helpline Number:**  
**0345 528 0262**

The amount of **excess** for glass/windscreen repair and replacement is shown on **your schedule**.

If **you** accept our glass/windscreen repair/replacement service, **your** cover will be limited to £350 per claim. If **you** choose to use an alternative repairer or replacement service, **your** cover will be limited to £75 per claim.

## Exceptions to Section 4:

**This section of your insurance policy does not cover the following:**

- **you** will be required to pay the **excess** in respect of each claim under this section for the repair or replacement of glass or front windscreen;
- **we** will not pay claims for the repair or replacement of glass roofs or panels, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies under this section;
- **we** will not pay claims for mechanical items associated with window mechanisms of the **insured vehicle** under this section;
- **we** will not pay the cost of importing parts or items of replacement glass that are not available in the **United Kingdom**;
- **we** will not pay for the cost of any repair or replacement which improves the condition of the **insured vehicle** immediately before the loss or damage occurred;
- any windscreen or window that is not made of glass;
- recalibrating of any mechanical or electrical cameras or equipment;
- at the time of loss, **we** will not pay more than the **market value** of the **insured vehicle**;
- anything excluded in the General Exceptions.
- If an incident occurs involving the breakage of multiple items of glass, **we** will not pay for any replacement glass under this section as it will be covered under Section 2 or Section 3.

## Section 5 – Foreign Use of the Insured Vehicle

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

- If **you** require a green card please contact **us**.

This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned at no additional charge. This legal minimum insurance does not include cover for loss of or damage to the **insured vehicle**.

This cover is available while the **insured vehicle** is:

- in any country which is a member of the European Union (EU), Andorra, Gibraltar, Liechtenstein, Monaco, San Marino, Vatican City, Iceland, Norway and Switzerland;

### Full policy cover

In addition to the legal minimum cover shown above, this can be extended to provide the cover shown in **your schedule** to any member country of the EU and also Andorra, Gibraltar, Liechtenstein, Monaco, San Marino, Vatican City, Iceland, Norway and Switzerland provided that:

- **you** notify **your insurance intermediary** before **your** journey abroad; and
- the use of the **insured vehicle** abroad is limited to no more than 30 days in any one trip and 60 days in total in any one **period of insurance**; and
- **you** or any permitted driver are normally resident in the **United Kingdom** of Great Britain and Northern Ireland or the Isle of Man.

If the policy is extended to provide the cover shown on **your schedule** whilst abroad:

- insurance is automatically provided on the **insured vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **insured vehicle** is being transported by rail or a recognised sea route of not more than 65 hours; and
- **we** will pay the reasonable cost of delivery of the **insured vehicle** to **you** after repairs in the country in which damage was sustained; or to
- **your** home or business address if the damage cannot be repaired economically by the intended time of **your** return to the **United Kingdom**, or if the **insured vehicle** is stolen and recovered after **your** return to the **United Kingdom**; and
- **we** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **insured vehicle** preventing its return to the **United Kingdom**.

**The General Exceptions and Exceptions applying to sections 1 & 2 of this insurance also apply to this section.**

## Section 6 – Personal Accident Cover

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

**We** will pay up to £5,000 if **you** or **your** husband, **your wife** or your civil partner are accidentally injured while travelling in or while getting into, or getting out of, the **insured vehicle** and provided that the death or loss occurs within 93 days of the accident, if this injury is the sole cause of:

- Permanent loss of sight in one or both eyes; or
- Loss of, or permanent use of, a limb; or
- Death

The most **we** will pay for any one person during **one period of insurance** following one accident is £5,000. If **you**, **your** wife, **your** husband **your** civil partner or common law spouse have any other insurance contract with **us**, **we** will only pay out under one contract. **We** will pay the injured person or their legal representative.

## Exceptions to Section 6:

- Death or injury resulting from suicide or attempted suicide
- Death or injury to anyone not wearing a seat belt when required by law
- Death or injury because the driver was unfit to drive because of alcohol, drugs or other substances, whether prescribed or otherwise
- Any temporary disablement, whether temporary, permanent, partial or total, except those listed above



- **We** will not pay the benefit if **you** are a company or firm.

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

## Section 7 – Telematics Supplementary Terms & Conditions

**This section only applies to the insurance when the telematics endorsement is shown in the schedule**

### Section 7.1 – Requirement

By purchasing this policy which uses Telematics technology, **you** are agreeing to the following policy requirements.

The clauses contained in Section 7.1 are in addition to those in this commercial vehicle policy wording.

- There must be an active **Telematics Unit** in the **insured vehicle** during the policy term
- The **Telematics Unit** must be installed and activated within a week of purchasing the policy or changing the **insured vehicle** on this policy
- To the collection and use of **your Telematics Data** by **us**.
- **We**, and any appointed agents and/or service partners will process **your** information in accordance with **our** respective responsibilities under the General Data Protection Regulation and any applicable UK Legislation
- Insurance premiums may be adjusted or a policy cancelled, based on actual vehicle usage and location data

### Section 7.2 – Terms and Conditions

#### Telematics Unit

The **Telematics Unit** will be supplied by **your insurance Intermediary** and is leased to **you** for the duration of **your** policy.

It is **your** responsibility to ensure that any party who has an interest in the ownership of the **insured vehicle** (such as **your** partner or hire purchase company) has agreed that the **Telematics Unit** can be installed and activated. **You** must notify any authorised person that drives **your** vehicle that the **Telematics Unit** has been installed and that their journey will be monitored, and data collected.

If for any reason the available **Telematics Unit** is incompatible with the **insured vehicle**, **we** will cancel **your** policy with seven days' notice in writing.

If **you** change **your** vehicle, and a new **Telematics Unit** is dispatched to **you** for the new vehicle, **you** must install and activate **your Telematics Unit** within a week of purchasing the new vehicle.

If **you** change **your** vehicle, **you** may be asked to return the **Telematics Unit** to your **insurance intermediary**.

If **you** cancel **your** policy during the policy term, or do not renew, **you** may be asked to return the **Telematics Unit** to your **insurance intermediary**.

### Important

**You must activate the Telematics Unit within a week of purchasing the policy.** If **you** fail to comply with the installation of the **Telematics Unit** within the first week of purchasing the policy or changing the **insured vehicle**, **we** will treat this as a cancellation request and cancel **your** policy with seven days' notice, in writing.

**You must have an active Telematics Unit in the insured vehicle during the policy term.**

If **you** fail to comply with having an active **Telematics Unit** in the **insured vehicle** during the term of the policy, **we** will treat this as a cancellation request and cancel **your** policy with seven days' notice, in writing.

### Telematics Data

Once **your Telematics Unit** is installed and activated in the **insured vehicle**, **you** and any named drivers on **your** policy can drive as **you** normally would. The **Telematics Unit** sends **us** regular information, "**Telematics Data**", which allows **us** to understand how the **insured vehicle** is being driven, the distance it is travelling, when it is being driven and where it is parked.

### What Telematics Data is collected?

The **Telematics Unit** will collect basic personal data relating to time, location and driving, including; time, latitude, longitude, speed, duration, distance and acceleration. It will also collect event data such as accident detection, unit tampering or activation and deactivation events.

The data is collected while **your** vehicle is being used or when an event happens and is transmitted to **us**, **your** insurance Intermediary and **the** claims handlers for this policy. It is combined with other basic personal data, such as name, address and vehicle registration to create '**Telematics Data**'.

### How is the Telematics Data used?

**We** and **your insurance intermediary** will use this information to:

- review the mileage on your policy and check it is an accurate reflection of the miles you are travelling.

This may result in the mileage stated on **your** policy being adjusted, up or down, to reflect the mileage **you** have driven. **You** will be given 7 days' notice of any adjustment.

- review the location of the insured vehicle on the policy and check is it an accurate reflection of where the vehicle is being parked.

This may result in the adjustment or cancellation of the policy, **you** will be given 7 days' notice of any adjustment or cancellation.

- interpret how safely the insured vehicle is being driven and turn this into a driving behaviour Score and extreme event notifications.

The driving behaviour score and extreme event notifications, may be used to provide tips on how to improve **your** driving, issue 7-day cancellation notifications, or provide premium discounts at renewal.

Some factors **we** use to interpret how safely the **insured vehicle** is being driven are speeding, harsh driving such as late braking approaching road junctions, roundabouts or traffic and late night driving;

Speeding – If **you** frequently drive above the speed limit this will increase the likelihood of having an accident. Driving at a speed appropriate for the road and conditions is the safest approach but must be within the stated speed limit.

Excessive speeding – **we** don't believe there is any reason to be driving at excessive speeds such as 90mph on a 60-mph speed limit road, or over 100 mph on any road type. These types of excessive speeds may lead to cancellation of **your** policy with 7 days' notice.

Harsh driving – accelerating and braking harshly or suddenly gives other road users less time to react to **your** movements and also tends to burn more fuel. Anticipating **your** next move and driving smoothly improves **your** road safety and **your** fuel bill too.

Late night driving – driving in the late evening through to the early hours is the highest risk time to be on the road. Statistically this is when the most serious accidents occur.

- Identify if **we** think **you** have an accident and if so, the claims handlers for this policy will contact **you** by telephone to offer claims assistance. **We/They** will only discuss such matter with the policy holder or named drivers, so please provide **your insurance intermediary** with correct mobile contact number(s) when **you** set up the policy. This service is not guaranteed, so please ensure **you** contact emergency service and **our** claims handler in the event of an accident.
- in the event of a claim, **we** and the claim handler will also use **your** driving data at the time of the accident to ensure the **insured vehicle** was being driven in accordance with **your** policy terms and conditions.

## Section 7.3 – Data Protection

For the purpose of GDPR Pukka Insure Ltd and **your insurance intermediary**, will be the joint data controller of **your Telematics Data**. This means that **we** exercise control over the processing of the **Telematics Data** and carry data protection responsibility for it. **We** and any appointed agents and/or service partners will process **your** information in accordance with **our** respective responsibilities under the General Data Protection Regulation and any applicable UK Legislation.

**We** and **your insurance intermediary** will collect and use the **Telematics Data**:

- for the performance of a contract of insurance between **you** and **us**; including providing **you** with an insurance premium, underwriting, policy servicing, fraud prevention and investigation and the management of claims.
- to provide **you** with additional Telematics services that are or become available
- The processing is necessary for **us** to comply with **our** legal obligations, including in relation to keeping records in relation to **our** customers and keeping tax and accounting records.
- General research, analysis, mapping and refining technique for analysis **Telematics Data**

**Telematics Data** may be disclosed to third parties in the following circumstances:

- To **our** or **your insurance intermediary** service partners for operational reasons in performance of a contract of insurance between **you** and **us**; including providing **you** with an insurance premium, underwriting, policy servicing, telematics services, fraud prevention and investigation and the management of claims.

**Your** information may also be shared with the relevant insurance and claims databases in accordance with the Policy Wording and **our** Privacy Policy.

## Section 7.4 – Dealing with Faults & Limitations of Service

The **Telematics Unit** provided by **your insurance intermediary** has obtained all the relevant technical approvals and indicators of complete safety and reliability, so will not harm or interfere with **your** vehicle.

If, during the term of the insurance policy, the **Telematics Unit** is suspected by **your insurance intermediary** to be defective, they will contact **you** and make all reasonable endeavours to repair or replace the **Telematics Unit**.

If, during the term of the insurance policy, **you** suspect the Device to be defective for any reason, **you** must notify **your insurance intermediary** as soon as possible, to enable them to make all reasonable endeavours to repair or replace the **Telematics Unit**.

**We** will not repair or replace any item which is part of **your** vehicle or Smartphone and which is used to enable the operation of the **Telematics Unit** and/or in conjunction with it (e.g. the vehicle battery). These items are **your** responsibility to maintain in good working order. The **Telematics Unit** may use the battery power supply and so there may be a small drain even when **your** vehicle is not being used.

The transmission and receipt of the data is dependent upon mobile telecommunications services and **you** acknowledge that this service may be interrupted, circumvented or compromised. If transmission of data is affected in the manner described in this paragraph, this does not necessarily mean the **Telematics Unit** is defective. **We** will rectify the problem with such transmissions where it is possible for **us** to do so.

Atmospheric conditions, power failures, or other causes, conditions or events beyond **our** reasonable control or the capabilities of the **Telematics Unit** can affect the collection and transmission of data. **We** will rectify any interruptions to the transmission of the data where it is possible for **us** to do so.

Section 7.5 – Tampering

The **Telematics Unit** is the property of the **Telematics Service Provider**. **You**, or any person acting on **your** behalf, must not tamper with, dismantle, or attempt to remove any part(s) or tamper with the GPS/GSM signal that is emitted from the **Telematics Unit**.

The **Telematics Unit** may have tamper-proof controls and attack safeguards. If the intelligent alert system is triggered it will notify **your** insurance Broker of any unauthorised tampering. An investigation will be initiated and a physical inspection by an engineer may be required. If following an inspection, **you** or anyone else is proven to have tampered with the **Telematics Unit**, **you** will be required to pay for any actual costs **we**, or **your insurance Intermediary** have incurred including repairing or replacing the defective **Telematics Unit**. **Your** insurance will be cancelled, and **you** will be liable for the cancellation charges. If evidence suggests that the tampering was performed deliberately in order to disrupt **our** ability to collect data, **we** will treat the matter as fraud and retain the full policy premium.

Section 7.6 – Supplementary Definitions

In addition to the words or phrases shown in this Policy Wording, the words and phrases below have the same meaning wherever they appear in this Section 7: Telematics Supplementary Terms and Conditions (in bold text) and your Certificate of motor insurance, Schedule and endorsements.

<b>Telematics Data</b>	basic personal details collected from the Telematics Unit including time location and driving, including; time, latitude, longitude, speed, duration distance and acceleration and event data such as accident detection, uni tampering or activation and deactivation events
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<b>Telematics Service Provider</b>	The company that provide the hardware and services associated with the <b>Telematics Unit</b> to <b>us</b> and <b>your insurance intermediary</b>
<b>Telematics Unit, Device</b>	Electronic equipment self-installed, or professionally installed to <b>your insured vehicle</b> which records and transmits vehicle data to <b>us, your</b> insurance Broker or the Telematics Service Provider

General Exceptions

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

Your insurance does not cover:

- Any liability, loss or damage arising while the **insured vehicle** is being:
  - used for a purpose which is not permitted or is excluded by the **certificate of motor insurance**; or
  - used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, green laning, track days, participating in motoring events, trials or speed tests, either on a road, track, racing circuit or at an off-road 4x4 event or prepared course; or
  - driven by or was last in the charge for that purpose of any person who is not included to drive on **your** current **certificate of motor insurance** or temporary cover note or who is excluded by **endorsement**; or
  - driven by or was last in the charge of for that purpose of any person including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence; or
  - driven by or is in the charge for that purpose of any person who does not meet the terms and conditions of their driving licence; or
  - driven by or is in the charge for that purpose of any person who does not have **your** order or permission to drive the **insured vehicle**; or
  - driven by or is in the charge for that purpose of any person who holds or last held a provisional driving licence; or
  - driven in an unsafe, unroadworthy or damaged condition, or where the **insured vehicle** does not have a valid Department of Transport test certificate (MOT) if one is required by law, or if driven whilst declared SORN (Statutory Off-Road Notification); or
  - driven by or in charge of anyone who does not comply with the terms and conditions of this policy wording.
- Any liability, loss or damage caused deliberately by **you** or by any person who is covered by this insurance. This policy does not provide cover for injury, loss or damage to any person involved in an accident arising out of the deliberate use of the **insured vehicle**:

- to cause damage to other vehicles or property; and/or
  - to cause injury to any person and/or to put any person(s) in fear of injury.
3. Any liability, loss or damage where **you** or an insured driver act in a manner which is prejudicial or is responsible for any unreasonable delay.
  4. Any liability, loss or damage if the **insured vehicle** has been modified and the modifications have not been notified to and approved by **us**.
  5. Any loss, damage or liability if **your** permanent place of residence is not within the **United Kingdom**.
  6. Any liability, loss or damage that occurs outside of the **geographical limits** of this policy unless extended under the terms of Section 5 Foreign use of the **insured vehicle** (apart from the minimum cover required by law).
  7. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.
  8. Any liability, loss or damage if the **insured vehicle** is being used for any purpose in connection with the motor trade.
  9. Any liability, loss or damage if the **insured vehicle** is being used for hire and reward purposes unless expressly stated on your certificate of insurance.
  10. Any liability, loss or damage if the **insured vehicle** was manufactured outside of the **United Kingdom** and imported other than through the manufacturer's normal import arrangements, unless otherwise agreed.
  11. Loss or damage caused by pressure waves from aircraft or any flying object or aerial devices travelling at sonic or supersonic speeds;
  12. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
    - Notwithstanding the foregoing, this exclusion does not extend to radioactive isotopes when such isotopes are being transported for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  13. Any consequence whether direct or indirect of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, coup, military or usurped power.
  14. Death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence:
    - earthquake; or

- riot or civil commotion occurring elsewhere than in the **United Kingdom** of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.
  - Liability in respect of:
  - accident, loss or damage to any aircraft; or
  - death or bodily injury arising in connection with accident loss or damage to any aircraft; or
  - any other loss indirectly caused by such accident loss or damage to any aircraft, incurred, caused or sustained while the **insured vehicle** is in any airport or airfield, aerodrome, 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, including service roads, refuelling areas and parking areas for ground equipment.
15. Liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy. Cover will not be provided following any deliberate release of substances or as a result of leaks from **your insured vehicle** caused by inadequate maintenance.
16. Any liability loss or damage caused by acts of **terrorism** apart from the minimum level of cover **we** must provide by law.
17. Loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- This exclusion also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
- If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
18. Death, bodily injury, loss, damage and/or liability resulting from the **insured vehicle** whilst:
- being driven with an insecure load or a number of passengers which makes it unsafe to drive or exceeds the manufacturer's specification; or
  - towing a trailer which has an unsafe or insecure load; or
  - towing a greater number of trailers than is permitted by law; or
  - being used to carry passengers, animals or goods in a way likely to affect the safe driving and control of the **insured vehicle**.
  - carrying passengers in an unsafe, insecure or illegal manner including but not limited to carrying them in the cargo area of **your insured vehicle**
19. Liability, costs or expenses in respect of any proceedings brought against **you** or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of the **insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings are brought, or judgement passed in such country.
20. **You**, the driver of the **insured vehicle**, or any other person if they are:



- driving with an alcohol level in excess of the legal limit in the country where the incident happens; or
- driving whilst unfit through drink or drugs; whether prescribed or otherwise; or
- 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.

21. Loss, damage or liability that is directly or indirectly caused by the carriage of **hazardous goods**.
22. Loss of and/or damage to and/or liability for goods conveyed in connection with any trade or business.
23. Loss, damage or liability that is directly or indirectly caused by the carriage of dangerous substances for which **you** need a police licence.
24. Loss, damage or liability whilst the **insured vehicle** is being driven on any footpaths, bridleways, or restricted byways. This policy only provides cover to meet the minimum insurance requirements under the **Road Traffic Act** for vehicular use on a byway open to traffic.
25. Loss, damage or liability that is directly or indirectly caused by contractors' plant and equipment not on a public highway.
26. Loss, damage or liability caused by a pet whilst in the **insured vehicle**.
27. The amount of any **excess** shown on the **schedule** or in this policy wording or both.

## General Terms and Conditions

### THESE GENERAL TERMS AND CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

#### Your duties

**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 has met all the 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 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.

**Your** premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via **your insurance intermediary** immediately of any change to that information. Some non-exhaustive examples are any changes to the **insured vehicle** from the manufacturer's standard specification, any change of vehicle, change of occupation (including part-time), change of address (including where the **insured vehicle** is kept), change of drivers, if **you** or any drivers sustain any motoring conviction or fixed penalty notice, are involved in an accident, or there is a change of main driver (see **Notification of changes which may affect your insurance on page 8**).

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.

If **you** or anyone acting on **your** behalf at any time acts abusively or makes inappropriate comments (for example but not limited to those of a sexual nature), to **our** employees or those of **our** service provider or **your insurance intermediary**, then cover will cease immediately. Where applicable, **you** will be provided with a refund of premium in accordance with the Cancellation section.

### Looking after the insured vehicle

**You** or any permitted drivers are required to maintain the **insured vehicle** in a roadworthy condition. **You** or any person in charge of the **insured vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the **insured vehicle** should not be left unlocked and ignition keys (which include ignition cards, lock transmitters or any other form of vehicle entry device) should not be left in or on the **insured vehicle** whether concealed or otherwise, when **you** or any permitted drivers are not in the **insured vehicle**, no matter how briefly.

**We** shall at all times be allowed free access to examine the **insured vehicle**.

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

### Security devices

If a security device is fitted at **our** request and/or approved and agreed by **us**, on the **insured vehicle** it is a condition of this policy that:

- the security device is kept in an efficient and workable condition;

- a service contract is kept continuously in force with the security company and the company responsible for the service contract is advised immediately by **you** of any apparent failures or defects in the system or signalling;
- the security device or system is put into full and effective operation at all times the **insured vehicle** is left unattended.

## Claims conditions

**We** will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition.

If **your** claim is due to **theft**, attempted **theft**, malicious damage or vandalism, **you** must also notify the police and obtain a crime report number.

**We** have the right to remove or move the **insured vehicle** at any time. If the **insured vehicle** is damaged beyond economical repair, **we** will arrange for it to be stored safely at premises of **our** choosing.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy, **you** and anyone else driving the **insured vehicle** at the time of the accident must supply this documentation before **we** can proceed with the settlement.

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.

**You** must not answer any writ, summons, letter or other document from a Third Party relevant to **your** claim on this policy. Any indication of a claim against **you** must be notified to **us** in writing as soon as possible. Any writ or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.

**We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

**We** shall have absolute discretion in the conduct of any proceedings or in the settlement of any claim and **you** and anyone else driving the **insured vehicle** at the time of the accident must give **us** whatever co-operation, information and assistance is necessary.

If **you** make a claim for any liability, loss, damage or expense under **your** policy that is also covered by any other insurance and/or maintenance contract, **we** will only pay **our** proportionate share of the claim.

**You** must tell **your insurance intermediary** about any other insurance or maintenance contracts **you** have in place that provides similar insurance cover as this policy.

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.

No Claim Discount

If no claim is made under **your** insurance **your** no claim discount (if applicable) will be increased at **your** next renewal.

**You** cannot transfer **your** No Claim Discount to someone else or use it on more than one vehicle at the same time.

If **you** make a claim, even if **you** were not responsible, or a claim is made against **you**, and **you** do not have Protected No Claim Discount (if applicable), **we** will reduce **your** no claim discount as per the table below.

If a claim occurs which is not **your** fault and **we** have to make a payment, **we** will class this as a non-recoverable claim and reduce **your** no claim discount unless/until **we** can recover all that **we** have paid from those responsible.

NCD years at inception (or on renewal)	NCD Years at renewal without Protected No Claims Discount			
	Fault/Prejudicial claims made during policy year			
	None	1	2	3 or more
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9	3	1	0

In the table above a claim is where we have made a payment for any loss, damage or injury to a third party or where any costs paid for damage to the **insured vehicle** cannot be, or have not yet been, recovered.

If **your** renewal is due and investigations into a claim are still on-going, **we** may reduce **your** no claim discount provisionally, until **our** investigations are complete. Once the claim has been settled in **your** favour and all outstanding money recovered by **us**, **we** will reinstate **your** No Claim Discount and refund any extra premium **you** may have paid. Even if **your** No Claim Discount has been reinstated **your** premium may still increase following a claim.

If a claim is made after **your** renewal premium has been calculated, **we** reserve the right to revise **your** premium or cancel **your** policy.

If **your** no claim discount has been reduced on renewal of **your** policy and a subsequent recovery is made on a claim which affected **your** no claim discount, **we** will reinstate **your** no claim discount and any applicable premium will be refunded to **you**.

We reserve the right to retain proof of **your** no claim discount entitlement until all payments due have been made.

Protected No Claim Discount

**You** can choose to protect **your** no claim discount for an additional premium. The minimum number of years **you** can protect is 1 year and the maximum number of years **you** can protect is 9 years.

If **you** have chosen to protect **your** no claim discount this will show as an **endorsement** on **your** policy **schedule**.

Protected No Claim Discount will allow **you** to have 1 non-recoverable claim per year without **your** no claim discount years being affected. On the 2<sup>nd</sup> and subsequent claims **we** will reduce **your** no claim discount as per the following table:

NCD years at inception (or on renewal)	NCD Years at renewal with Protected No Claims Discount				
	Fault/Prejudicial claims made during policy year				
	None	1	2	3	4 or more
1	2	1	0	0	0
2	3	2	0	0	0
3	4	3	1	0	0
4	5	4	2	0	0
5	6	5	3	1	0
6	7	6	3	1	0
7	8	7	3	1	0
8	9	8	3	1	0
9+	9	9	3	1	0

Cancellation

Cancellation by you during the “Cooling Off Period”

Provided no **non-recoverable** claim has been made or is likely to be made, if **you** cancel **your** policy within 14 days of policy inception, **you** will be charged for the period you have been on cover. **Your insurance intermediary** may charge for their administration costs. If a claim that is non-recoverable has, or is likely, to be made, there will be no refund of premium.

Cancellation by you after the “Cooling Off Period”

Should **you** cancel outside the 14 days, provided no **non-recoverable claim** has been made or likely to be made, **you** will be charged on a daily pro rata basis for the time **you** have had on cover, plus a charge of £50 excluding IPT. **Your insurance intermediary** may charge for their administration costs. If a claim that is non-recoverable has, or is likely, to be made, there will be no refund of premium.

## Cancellation by us or your Insurance Intermediary after the “Cooling Off Period”

**We** or **your insurance intermediary** may cancel this insurance by giving **you** 7 days' notice in writing to **you** last known address or email address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no **non-recoverable** claims having been made (or likely to be made), **you** will be charged on a daily pro rata basis for the time **you** have had on cover, plus a charge of £50 excluding IPT. **We** will only exercise this right if there is a good reason for doing so, including non-payment of premium, not providing documents **we** request, a risk **we** consider unacceptable or if **we** become aware that **you** have been driving **your insured vehicle** otherwise than in accordance with the policy terms and conditions. If a claim that is non-recoverable has, or is likely, to be made, there will be no refund of premium.

## Cancellation by us – where we reasonably suspect fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires **you** to take reasonable care to provide complete and accurate answers to the questions **we** ask and sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if **our** cancellation is the result of **your** dishonesty or where **we** reasonably suspect fraud by **you**.

Where **our** investigation provides evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out. **We** may also seek reimbursement of any claims monies paid by **us** since the fraud was committed.

## Cancellation by us – in the event your insured vehicle is the subject of a Total Loss

If as a result of a claim your **insured vehicle** is determined to be a total loss **we** will allow 7 days from settlement of claim in which to place a new vehicle on cover. If not, this policy will cease without refund of premium. In this event all outstanding or overdue premiums must be paid.

## Right of recovery

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.

## Motor Insurance Database (MID) and Continuous Insurance Enforcement

It is a condition of this insurance policy that **you** comply with the requirements of the 4th EU Motor Insurance Directive and supply details of any vehicle(s) to be insured under this policy to **your insurance intermediary** as soon as the vehicle(s) come(s) into **your** possession. **Your** failure to comply with this requirement may result in **you** not being covered under this insurance and cancellation being invoked by **us** or **your insurance intermediary**.

Continuous Insurance Enforcement legislation also means that **your** vehicles must be insured at all times unless they have been declared by **you** as 'off the road' by way of a SORN declaration.

If there is no record on the MID showing **your vehicle** is insured, and **you** have not declared it as 'off road' (by completing a SORN), **you** will receive a letter warning **you** that **you** could face a fine, prosecution, and **your** vehicle could also be clamped, seized and ultimately, destroyed. For peace of mind **you** can check that **your insured vehicle(s)** appear on the MID by going to the MID's website: [www.askMID.com](http://www.askMID.com).

This will avoid the inconvenience of **you** or any other drivers being un-necessarily stopped by the police. If **you** have insured **your** vehicle(s) with **us** and it/they do not appear on the MID, then **you** should contact **your insurance intermediary** in the first instance to ensure the MID is updated. It is **your** legal obligation to make sure that **your insured vehicle** appears on the MID.

### Complaints

Pukka Services aims to provide a standard of service that will leave no cause for complaint, but on occasions this may not be possible, and **we** may fall short of **your** expectations. If **we** or **your insurance intermediary** have not provided **you** with a prompt and efficient service and **you** wish to complain, please follow the following procedure:

If **your** complaint is in relation to the way in which **your** insurance was sold, **your insurance intermediary** will deal with **your** complaint.

If **your** complaint is about **our** service, the policy terms and conditions, or a claim, **your insurance intermediary** may refer **your** complaint to **us** or **you** can contact **us** on:

- **Complaints, Pukka Services, Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire, SK8 6RL**
- E-mail **your** complaint to [complaints@pukka.co.uk](mailto:complaints@pukka.co.uk)
- Or telephone on **0161 488 1716**

Pukka Services will endeavour to investigate **your** complaint fully and resolve immediately. **We** will acknowledge **your** complaint within 5 working days of receipt and do **our** best to resolve the problem within eight weeks by sending **you** a final response.

If **you** are unhappy with the final response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) **you** may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and **you** have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman

Service will not adjudicate **your** complaint until **you** have received a final response letter or eight weeks have passed since **you** notified **us/your insurance intermediary** of **your** complaint.

Their contact details are:

- **Financial Ombudsman Service, Exchange Tower, London, E14 9SR**
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Phone: **0800 023 4567** or **0300 123 9123**

The Financial Ombudsman Service 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**.

## Endorsements

Please refer to **your schedule** of insurance for a full description of the **endorsements** and **excesses** applicable to **your** policy.

Pukka Services is a trading name of Action 365 Ltd, a private limited company incorporated in the United Kingdom (Company Number: 03839322), Registered Address: Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire, SK8