



Private Car 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 528 0262

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: BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle SK8 2JX

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 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: BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle SK8 2JX. 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*.

Claims Helpline Number: 0345 528 0262

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 10).

Your Private Car Motor Insurance Policy

Thank you for taking your private car 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.

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

Approved Repairer	A facility approved by us or the claims administrator for the repair, damage assessment and/or storage of your insured vehicle.
Audio Equipment	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.
Certificate of Motor Insurance	A document, which is legal evidence of your insurance and is required by law and forms part of this contract of insurance. The certificate of motor insurance must be read with this policy wording. It shows which vehicle is covered, who can drive the insured vehicle and what purpose it can be used for.
Claims Administrator	Action 365 Ltd.
Compulsory Excess	An amount you have to pay towards the cost of a claim under this insurance. An amount which is not covered by your insurance. This amount does not include the amount of any excess that you elect to pay in addition in order to reduce your premium.
Courtesy Car	Repairs are normally undertaken by the approved repairer. If you accept to use the approved repairer they will loan a vehicle to you whilst the insured vehicle is being repaired following a valid claim under Section 2 of this insurance. The courtesy car will be a small manual hatchback of less than 1200 cc.
Endorsement(s)	A change to the terms of your policy and shown on your schedule which replaces or alters the standard policy wording.

Excess(es)

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

A compulsory excess is the amount you will have to pay towards each claim, as shown on your schedule.

A voluntary additional excess is an amount you have agreed to pay if you make a claim, in addition to the compulsory excess. Please note that the word “voluntary” does not mean you can choose whether to pay this excess or not.

Your total excess is the full amount you will have to pay if you make a claim under this Policy. Please refer to your schedule for full details and different excesses may apply to different named drivers.

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.

Fire	Fire, lightning, explosion or self-ignition.
Geographical Limits	Countries within the United Kingdom, 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 insured vehicle for further details on use of the insured vehicle outside of the geographical limits.
Hazardous Goods	Explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.
Insurance Intermediary	The Insurance Broker, Agent or Intermediary who while acting on your behalf has placed this insurance with us.
Insured Vehicle	The insured vehicle, the details of which and registration number are shown on the certificate of motor insurance and your schedule. Insured vehicle includes accessories which are permanently fitted to the insured vehicle but does not include any item of sound reproduction, communications, navigation or in vehicle entertainment equipment other than audio equipment as

Claims Helpline Number: 0345 528 0262

defined above. The insured vehicle is the subject matter of this contract of insurance.

Insurer	The insurance company which covers you and whose name is shown in the Statement of Fact, Policy Schedule and the Certificate of Motor Insurance on whose behalf this policy wording is issued
Market Value	The cost of replacing your insured vehicle with one of similar type, age, and/or condition at the time of the loss as assessed by us. We use guides which refer to vehicle values, engineers and any other relevant sources to assess the market value. The valuation will not be more than the last estimated value you have declared to us.
Motor Policy	The document consisting of your statement of fact, our motor insurance Policy Wording, your certificate of motor insurance, schedule, and any endorsements.
Non-recoverable claim	A claim made against your policy, where we / the claims administrators 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.
Period of Insurance	The period of time covered by this insurance as shown in the schedule and/or certificate of motor insurance, and for which we have accepted your premium.
Personal Effects	Personal property within the insured vehicle including but not limited to portable audio equipment, multimedia equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to the insured vehicle.
Road Traffic Act(s)/Law(s)	The laws which include details of the minimum motor insurance cover needed in the United Kingdom or in any country in which this insurance applies.
Schedule	The document that identifies the policyholder and sets out details of the cover your policy supplies. The schedule forms part of this contract of insurance.
Statement of Fact	The form that shows the information that you gave us or that was given on your behalf at the time you applied for this insurance. We have relied on the information provided on this form in entering into this contract of insurance. If there are any alterations to the facts shown in this form you should inform your insurance intermediary as soon as possible.

Terrorism	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.
Theft	Any theft or attempted theft which has been reported to the police.
United Kingdom	England, Scotland, Wales and Northern Ireland (including transit by sea, air, rail or within and between these places).
We/Us/Our	Action 365 Ltd t/as Pukka Services.
You/Your	The person or company named in the schedule and certificate of motor insurance 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

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

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
BizSpace Cheadle
Cheadle Place
Stockport Rd
Cheadle
SK8 2JX

Email: 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

Claims Helpline Number: 0345 528 0262

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:

Claims Helpline Number: 0345 528 0262

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.

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;
- you can find out more about the MID by visiting the MIB web site at www.mib.org.uk;
- you should show these notices to anyone insured to drive the vehicle(s) covered under this insurance.

DVLA – MyLicence

Claims Helpline Number: 0345 528 0262

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.

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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

Claims Helpline Number: 0345 528 0262

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

Claims Helpline Number: 0345 528 0262

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, BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle SK8 2JX

Alternatively, you may request the information by emailing 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

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

Claims Helpline Number: 0345 528 0262

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 or by writing to:

Financial Services Compensation Scheme
10th 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.

Comprehensive Cover All sections 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 £20,000,000 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.

Driving Other Cars

If your certificate of motor insurance specifies that "Driving Other Cars is included", this policy will provide only you, as policyholder, with Third Party Only cover to drive any other motor car.

This cover only applies if:

- you do not own the motor car and it is not hired to you under a hire-purchase or leasing agreement;
- you have the owner's permission to drive the car;
- the car is registered in, has valid insurance and is only being driven in United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands; and
- your insured vehicle has not been damaged beyond cost-effective repair.

There is no cover for accidental damage, fire, theft or glass/windscreen to the car you are driving. We will not provide cover where the insured vehicle specified in the current schedule, which forms part of the policy, has been disposed of or has become the subject of a total loss.

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;
- 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 £20,000,000 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;
- anything excluded in the General Exceptions.

Section 2 – Loss or Damage to the Insured Vehicle

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 or 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 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:

- a courtesy car provided whilst the insured vehicle is being repaired. Please note the precise type will be subject to availability;
- 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

Claims Helpline Number: 0345 528 0262

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.

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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.

New vehicle replacement cover

If the insured vehicle is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and:

- suffers damage covered by the policy and is beyond economical repair (in our opinion); we will replace it with a new one of the same make, model and specification (subject to availability);
- stolen and not recovered; we will replace it with a new one of the same make, model and specification (subject to availability).
- This new vehicle replacement cover only applies if:
- you have been the first and only registered keeper and owner, dealer stamp accepted, proving no more than 1,000 miles was showing on the odometer at the time of sale; and
- a suitable replacement car is available in the United Kingdom; and
- anyone else who has an interest in the insured vehicle agrees; and
- the insured vehicle has covered less than 10,000 miles, at the time of the incident resulting in

a claim; and

- your insured vehicle is not an import and was sourced and supplied as new in the United Kingdom; and
- the cost of repairing it will be more than 60% of the current list price (including taxes) at the time of the damage, within the United Kingdom.

Once a settlement has been agreed in accordance with this new vehicle replacement cover, the damaged or stolen insured vehicle becomes our property.

If the insured vehicle is the subject to 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.

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 provided 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.

Overnight accommodation or onward transport following a claim

If you are unable to continue your journey as a result of loss of or damage to your insured vehicle under this section of the policy, we will pay you up to £50 per person (£250 maximum for all occupants of the insured vehicle) in respect of one of the following:

- travelling expenses for the occupants your insured vehicle towards reaching your destination; or
- one night's hotel accommodation on the day of the accident or loss for the occupants of your insured vehicle where the loss of use necessitates an unplanned overnight stop.

You must pay for the accommodation or travelling expenses yourself and submit receipts for us to reimburse you.

There will be no cover for newspapers, drinks, telephone calls and meals.

This cover will not apply outside the geographical limits of the policy.

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 driver's name and address.

Exceptions to Section 2:

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;
- 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 3 – Glass and Windscreen Cover

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

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, you will have unlimited cover. If you choose to use an alternative repairer or replacement service, your cover will be limited to £250 per claim.

Exceptions to Section 3:

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.

Section 4 – Personal Effects

We will pay up to £200 for personal effects in the insured vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

Exceptions to Section 4

This personal effects cover does not apply to:

- audio equipment;
- money, credit/debit cards, stamps, tickets, watches, jewellery, furs, portable audio and/or TV equipment, MP3 players including iPhones, media players and accessories, cameras, DVDs, Compact Discs, securities documents or documentation of any kind;

Claims Helpline Number: 0345 528 0262

- trade goods or samples, tools of trade, mobile phones, office and/or business equipment connected with your work or any other trade or container for those item(s);
- computers and/or their attachments and portable electronic equipment;
- goods, tools, samples or equipment carried in connection with any trade or business;
- property insured under any other insurance;
- child seats or child booster seats;
- theft of any property from the insured vehicle if you have left it unlocked or left it unattended with the keys in it;
- theft of any property which is in an insured vehicle with any form of sliding or removable roof or hood that has been left open or unlocked, unless it is kept in a locked compartment;
- theft of any property from the insured vehicle if you have left the windows open;
- theft of any property from the insured vehicle if you have not taken precautions to protect it or if the property has not been kept out of sight in the glove compartment or the locked boot of the insured vehicle;
- anything excluded in the General Exceptions.

You will not have to pay an excess for any claim under this section.

Section 5 – Child Seats

We will pay up to £250 to replace a child seat or child booster seat that was in the insured vehicle at the time of an accident fire or theft covered under this policy. We will provide this cover even if there is no visible damage to the seat, subject to the provision of the purchase receipt for the original item.

You will not have to pay an excess for any claim under this section. A payment under this section will not affect your no claim discount (if applicable).

Unless stolen, the child's car seat or booster seat should be made available for inspection.

The General Exceptions also apply to this section.

Section 6 – Provision of a Courtesy Car

If a valid claim is made under this policy, and the insured vehicle is to be repaired by one of our approved repairers, the repairer will provide you with a courtesy car (subject to availability) for the duration of the repairs. Please note the duration of repairs will be deemed complete, and therefore cover under this section will cease, once the satisfaction note has been signed for release of the insured vehicle, unless we agree otherwise in writing.

If the parts required to repair the insured vehicle are not immediately available to our approved repairer, we reserve the right to withhold the provision of a courtesy car until such time as the necessary parts are available and repair work can proceed.

If the insured vehicle is accepted by our approved repairer as being a repairable proposition, but it is subsequently deemed by us to be beyond economical repair, we reserve the right to withdraw the courtesy car immediately.

The courtesy car can only be provided subject to availability and will be supplied subject to **our approved repairer's** standard terms and conditions, for use in the United Kingdom only. Our aim is to keep you mobile rather than the courtesy car being a replacement for the insured vehicle in terms of status and performance. The courtesy car will be a small manual hatchback of less than 1200 cc.

While you are in possession of the courtesy car, cover for loss or damage to the courtesy car will be provided by this policy unless cover is provided by the **approved repairer's** own insurance policy. This courtesy car cover is provided in accordance with the respective policy terms, conditions and endorsements, including any excesses for which you will be responsible. We will not make a charge for this cover. Any accidents or losses while you are in possession of the courtesy car must be reported to the claims administrator immediately.

Driving of the courtesy car will be limited solely to those persons shown as entitled to drive on your certificate of motor insurance and who are not excluded from driving. The use of the courtesy car will be restricted to the use described on your certificate of motor insurance but will not include use for the carriage of goods or passengers for hire or reward.

You are not required to inform us when you are supplied with a courtesy car from our approved repairer.

You must return the courtesy car to our approved repairer either when we or they ask you to do so or if this insurance falls due for renewal and you have failed to renew it with us.

The General Exceptions also apply to this section

Section 7 – 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

Claims Helpline Number: 0345 528 0262

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 8 – 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 8:

- 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

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

Section 9 – Telematics Supplementary Terms & Conditions

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

Section 9.1 – 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 private car 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 9.2 – 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.

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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 car 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 it is 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.

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- 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.

Where your car is consistently being driven in an unsafe way and/or you are classified with driving behaviour of Very High Risk or High Risk, we will contact you to advise you that either:

- driver improvement is needed and we will provide you tips on how to improve your driving and will give you 7 days to improve your driving. If your car continues to be driven in an unsafe way and you have not met the conditions outlined in your 7-day cancellation letter, we will cancel your policy on the 7th day in line with our General Conditions or:
- your car is being driven in an unsafe way and we will issue you a 7-day cancellation letter and will cancel your policy on the 7th day in line with our General Conditions.

Section 9.3 – 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 9.4 – 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 car 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 car 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.

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Section 9.5 – 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 9.6 – 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.

Telematics Data	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, unit tampering or activation and deactivation events
Telematics Service Provider	The company that provide the hardware and services associated with the Telematics Unit to us and your insurance intermediary
Telematics Unit Device	Electronic equipment self-installed, or professionally installed to your insured vehicle which records and transmits vehicle data to us, your insurance Broker or the Telematics Service Provider

General Exceptions

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

Your insurance does not cover:

1. Any liability, loss or damage arising while the insured vehicle is being:
 - a) used for a purpose which is not permitted or is excluded by the certificate of motor insurance; or
 - b) 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
 - c) 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
 - d) 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
 - e) 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
 - f) 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
 - g) driven by or is in the charge for that purpose of any person who holds or last held a provisional driving licence; or
 - h) 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
 - i) driven by or in charge of anyone who does not comply with the terms and conditions of this policy wording.
2. 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

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- 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.
 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.
15. 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.
 16. 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.
 17. Any liability loss or damage caused by acts of terrorism apart from the minimum level of cover we must provide by law.
 18. 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.

19. 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.
20. 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.
21. 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.

22. Loss, damage or liability that is directly or indirectly caused by the carriage of hazardous goods.
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 caused by a pet whilst in the insured vehicle.
26. 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.

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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 10).

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

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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.

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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 2nd 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

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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. 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 your 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. 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

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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.

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:

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- Complaints, Pukka Services, BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle SK8 2JX
- E-mail your complaint to 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
- Email: 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: BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle SK8 2JX

