

## IMPORTANT ADDITIONAL POLICY INFORMATION DOCUMENT

### PUKKA PRIVATE CAR MOTOR INSURANCE

This document should be read in conjunction with the Insurance Product Information Document (IPID) and Policy Wording.

#### INSURER INFORMATION

This Private Car Motor Insurance is arranged by your insurance intermediary and is underwritten by The New India Assurance Company Limited licensed by the Financial Conduct Authority, Reference number 202858.

Pukka Insure Ltd are the administrators of this policy for and on behalf of The New India Assurance Company Limited.

Pukka Insure Ltd is a private limited company incorporated in Gibraltar (Company Number: 113487), Registered Office: Suite 2, The Cottage, 13-15 Giro's Passage, Gibraltar, GX11 1AA. We are authorised and regulated by the Gibraltar Financial Services Commission (FSC1280B) and subject to limited regulation by the Financial Conduct Authority.

Action 365 Ltd are the claims administrator for this policy and are authorised and regulated by the Financial Conduct Authority (FRN 306011). Registered in England and Wales: Company No: 3839322. Registered Address: Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire, SK8 6RL.

#### POLICY COVER

This policy is for Comprehensive cover so all sections of the policy apply. The general terms, conditions and exceptions apply to all sections of the policy (please see the policy wording for full details).

#### SIGNIFICANT EXCLUSIONS OR LIMITATIONS

This policy excludes some situations. Please refer to the policy schedule and policy wording for full details but the most significant or unusual exclusions are outlined below. The policy excludes the following:

- the amount of any excess shown on the schedule or in the policy wording or both;
- if the insured vehicle is used for a purpose which is not permitted or is excluded by the certificate of motor insurance - for full terms and conditions please refer to General Exception 1 of the policy wording;
- used or driven 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 tests, either on a road, track, racing circuit or at an off-road 4x4 event or prepared course, unless you have told us about this and we have agreed in writing to provide cover;
- if the insured vehicle is driven by or in the charge of anyone who does not comply with the terms and conditions of the policy;

- any liability, loss or damage if the insured vehicle is being used for any purpose in connection with the motor trade;
- any liability, loss or damage if the insured vehicle is being used for hire and reward purposes;
- any consequence 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;
- liability in respect of:
  - i. accident, loss or damage to any aircraft; or
  - ii. death or bodily injury arising in connection with accident loss or damage to any aircraft; or
  - iii. 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.
- any liability loss or damage caused by acts of terrorism apart from the minimum level of cover we must provide by law;
- loss, damage or injury arising out of “road rage” or a deliberate act by you or any person driving the insured vehicle without your permission;
- any liability, loss or damage caused deliberately by you or by any person who is covered by the policy;
- any liability, loss or damage if the insured vehicle has been changed or modified from the manufacturer’s standard specification and the modifications have not been approved by us;
- any liability, loss or damage if the vehicle is being driven in an unsafe, unroadworthy or damaged condition, or where the 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);
- any liability, loss or damage that occurs outside of the geographical limits of this policy unless extended under the terms of Section 7 Foreign Use of the insured vehicle (apart from the minimum cover required by law);
- if you, the insured driver, or any other person are:
  - i. driving with an alcohol level in excess of the legal limit in the country where the incident happens; or
  - ii. driving whilst unfit through drink or drugs; whether prescribed or otherwise; or
  - iii. failing to provide a blood, urine or breath specimen when required to do so, without lawful reason.

Where we are required to meet any obligations under current Road Traffic Law, we will recover from you or the driver all sums paid (including all legal costs) whether in settlement or judgement, or any claim arising from the incident;

- any loss, damage or liability that is directly or indirectly caused by the carriage of hazardous goods;
- loss or damage caused by contaminated fuel or an inappropriate type or grade of fuel being used;
- any loss, damage or liability if your permanent place of residence is not within 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 forms part of the original manufacturers specification. This amount is also subject to the deduction of any excess shown on the schedule, the policy wording or both;
- indirect losses, which result from the incident that caused you to claim. For example, we will not pay compensation for you not being able to use the insured 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;

- 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):
  - i. reported the incident to your nearest police station, and
  - ii. obtained a crime reference number from the police.
- any loss or damage to your vehicle caused directly or indirectly by fire if your vehicle is equipped for the cooking and/or heating of food and/or drink;
- depreciation or loss of value following repairs;
- loss or damage to your 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;
- theft of any property from the insured vehicle if you have left it unlocked or left it unattended with the keys in it;
- theft, loss of or damage to keys, keyless entry cards, lock or ignition activators, alarm or immobiliser activators (unless specifically covered under Section 2 of this policy);
- 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, documents or goods;
- damage to tyres caused by braking, punctures, cuts or bursts;
- 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 the policy wording.

## CLAIMS INFORMATION

In the event of a claim please telephone **0333 772 0487**. For glass or windscreen claims, telephone the Glass/Windscreen Helpline **0333 772 0487**.

## CANCELLATION

**Cancellation by you during the “Cooling Off Period”** If this policy does not meet your needs, you have 14 days from receipt of your insurance policy documents to cancel. Provided no claim has or is likely to be made, you will be charged for the period you have been on cover plus the reasonable administration costs. Your insurance intermediary may charge for their administration costs.

**Cancellation by you after the “Cooling Off Period”** You can cancel this insurance at any time by writing to us via your insurance intermediary. Cancellation of the policy will be effective from the date of the request by the policyholder. Provided there have been no claims or incidents likely to result in a claim in the current period of insurance, we will refund the premium relating to any unused portion of cover. All cancellation refunds are issued on a pro-rata basis. Your insurance intermediary may charge for their administration costs. If the policy is subject to a claim during the current period of insurance, no refund of premium will be allowed.

**Cancellation by us after the “Cooling Off Period”** We or your insurance intermediary may cancel this insurance by giving you 7 days’ notice in writing to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made),

we will refund a proportionate part of the premium. We will only exercise this right if there is a good reason for doing so, including fraud, non-payment of premium, not providing documents we request, or a risk we consider unacceptable. Your insurance intermediary may charge for their administration costs.

**Cancellation by us – Non-Payment of Premium –** We or your insurance intermediary can cancel this policy by giving you 7 days' notice in writing to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). There will be no refund of premium if our cancellation is the result of your failure to pay the full premium. Your insurance intermediary may charge for their administration costs.

**Premium defaults:** If you pay your premium by instalments and there is a default in payments, we or your insurance intermediary may cancel this insurance by sending you 7 days' notice of cancellation in writing.

**Cancellation by us – 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 – for your Non-Compliance with Policy Terms and Conditions –** We or your insurance intermediary may cancel this policy by giving notice to you, and such cancellation will have immediate effect, if we or they become aware that you have been driving your insured vehicle otherwise than in accordance with the policy terms and conditions. If your policy is cancelled or you have made a claim under your policy or your policy has otherwise been terminated from its inception, in certain circumstances we may not be obliged to refund any premium.

**Cancellation by us – in the event your 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 this policy will cease without refund of premium. In this event all outstanding or overdue premiums must be paid.

## COMPLAINTS PROCEDURE

Pukka Insure Ltd 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:



- Compliance Department, Pukka Insure Ltd, Suite 2, The Cottage, 13-15 Giro's Passage, Gibraltar, GX11 1AA
- E-mail your complaint to [compliance@pukka.gi](mailto:compliance@pukka.gi)
- Or telephone on **0800 2404 995**

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

If you are unhappy with the final response and you are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) you may wish to contact the Financial Ombudsman Service, They offer a free and independent service for resolving disputes about most financial matters and you have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate your complaint until you have received a final response letter or eight weeks have passed since you notified us/your insurance intermediary of your complaint.

Their contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Phone: 0800 023 4567 or 0300 123 9123

The Financial Ombudsman Service decision is binding on us but not you. The complaints procedure set out above does not affect your right to take legal action against us or your insurance intermediary.

## FINANCIAL SERVICES COMPENSATION SCHEME

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

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

Pukka Insure Ltd is registered in Gibraltar (no. 113487). Registered Office: Suite 2, The Cottage, 13-15 Giro's Passage, Gibraltar, GX11 1AA.  
Pukka Insure Ltd is authorised and regulated by the Gibraltar Financial Services Commission (no. FSC1280B) and subject to limited regulation by the Financial Conduct Authority.