

## **Policy Document for short period policy for learner drivers**

You must read this document in conjunction with your policy Schedule and Certificate of Insurance. If any information contained in these documents is incorrect, please contact your Broker immediately. You must also notify your Broker of any other alterations required to your policy as soon as possible.

**If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.**

### **Introduction**

This is your Learner Driver policy document. This policy, Schedule and any endorsements applying to your policy make up your insurance documents. You should keep these documents in a safe place.

The policy is designed to provide comprehensive cover whilst you are learning to drive in a friend, relative or family member's car. The policy is not suitable if you own the vehicle you are learning to drive in. The car you are learning to drive in must be insured separately by the owner throughout the period of this insurance.

This policy document and schedule describe the legal contract between you and us and it is important that you read them carefully to ensure they meet your needs.

## **Contract of Insurance**

Thank you for choosing to insure with KGM Motor Insurance. This document together with your policy schedule and certificate of Insurance is a legally binding contract of insurance between you and us and does not provide anyone else with rights to enforce any part of this contract.

This contract is based on the information provided to us on the proposal form as signed by you or in the absence of a proposal form, the statement of fact declaration.

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

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

This document has been issued by KGM Motor Insurance under the authority granted by the Underwriting Byelaw(No. 2 of 2003).

Neil Manvell - Active Underwriter

Syndicate 260

## **Data Protection Notice**

This Data Protection Notice explains how we may use your details. It tells you about the registers and databases that we and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, you are entitled, on the payment of a small fee, to receive a copy of the information we hold about you. Such requests should be made to:

The Data Protection Officer Canopus  
Managing Agents Limited Gallery 9  
One Lime Street  
London  
EC3M 7HA

Any information you give us will be used by Canopus Managing Agents Limited and we may also share this information with other group companies.

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

Tel: 08456 30 60 60 or 01625 54 57 45  
E-mail: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)

## **Motor Insurance Database**

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

- i. Electronic Licensing;
- ii. Continuous Insurance Enforcement;
- iii. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- iv. The provision of government services and/or other services aimed at reducing the level of incidence of uninsured driving.

If you are involved in road traffic accident (either in the UK, the EEA or certain other territories) insurers and/or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## **Detecting and Preventing Fraud**

In order to keep premiums as low as possible for all of our customers, we participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. We pass information to the Claims and Underwriting Exchange Register operated by Insurance Database Services Ltd (IDS Ltd), the Motor Insurance Anti-Fraud and Theft Register operated by the Association of British Insurers and the UK police. We may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when you make a claim, to validate your claims history or that of any person or property likely to be involved in the claim.

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## Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore you must refer to this section where such words or phrases appear.

**You/your** – the person named as the ‘insured’ or ‘policyholder’ on the policy schedule and certificate of Insurance.

**We/us** – KGM Motor Insurance; the Underwriters who will only pay their share of a claim and who form Lloyd’s Syndicate No. 260. If you would like to know all of their names and what percentage they will pay then please write to us quoting your policy number as shown on your policy schedule and the year that your policy started.

**KGM Motor Insurance** – a brand name for business written by Syndicate 260 which is managed by Canopus Managing Agents Limited.

**Canopus Managing Agents Limited** – a registered managing agent at Lloyd's which is authorised and regulated by the Financial Services Authority.

**Broker** – a representative acting on our behalf that sells and administers our insurance policies.

**Certificate of Insurance** – a document which provides legal evidence that minimum insurance cover is in force by law. It also confirms who may drive the insured vehicle, how they may use it and the period of time over which this policy cover applies.

**Policy Schedule** – a document which states the details of you, your vehicle, the insurance cover in force and any endorsements which apply to this policy.

**Your vehicle** – any motor vehicle which is stated on your policy schedule and for which we have issued a Road Traffic Act Certificate of Insurance. In Section 2 this also includes your vehicle’s standard accessories and spare parts whether in or on your vehicle or stored in your locked private garage.

**Accessories and spare parts** – standard parts or products specifically designed to be fitted to the vehicle. Some accessories may be classed as modifications therefore you must notify your Broker of any alterations to your vehicle.

**Civil partner** – the person who you have entered into a legal civil partnership with as defined in the Civil Partnership Act 2004. A civil partnership is a formal arrangement that gives same-sex partners the same legal status as a married couple.

**Accompanying driver** - A person who is in the vehicle with you, who is supervising you whilst you are learning to drive, is over 25 years of age and who holds and has held a full UK Driving Licence for a minimum of 3 years or is a current qualified Driving Standards Agency Examiner or current registered qualified Approved Driving Instructor (ADI).

**Compulsory excess** – the contribution which you must make towards a claim on this policy.

**Endorsements** – statements which are contained in your policy schedule which may change, replace or extend the terms of this policy.

**Garage** – a permanent enclosed four-sided structure comprising of three brick, stone, steel or concrete built sides with a roof and a securable door entrance.

**Green Card** – a document which is required by certain countries that are not part of the European Union and provides evidence that minimum insurance cover exists as required by law in order to drive in that country.

**Market value** – the cost of replacing the vehicle with another of a similar make, model, age, mileage and condition as at the time of the loss or damage, up to the value stated in your policy schedule.

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

**Partner** – a relationship between two people who are not married but live together as a married couple.

**Period of Insurance** – the period of time specified in your policy schedule during which this policy is effective and for which you have paid or have agreed to pay the premium.

**Pro-rata** – where a calculation is made proportionately.

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

**Territorial limits** – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

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

## **Section 1 - Liability to Others**

### **What is covered under this section**

#### **1.1 Driving the vehicle**

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

- Death of or bodily injury to other people;
- Damage to their property;

as a result of an accident in which any of the following occurs:

- i. Whilst you are driving, using or in charge of the vehicle;
- ii. Whilst any other person is using or driving the vehicle, provided that they are permitted to do so as shown on your current Certificate of Insurance and that they have your permission;
- iii. Whilst any person is using (but not driving) the vehicle with your permission, provided that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
- iv. Whilst any passenger is travelling in, or getting into or out of your vehicle;
- v. Whilst you are towing a trailer, caravan or broken-down vehicle which is securely attached to your vehicle.

The maximum amount we will pay under Section 1 in respect of property damage is £20,000,000 for any one claim, or a number of claims arising out of the one incident and £5,000,000 for all associated costs and expenses.

#### **1.2 Legal personal representatives**

We will insure the estate of anyone covered by this policy that dies against any claim that they are legally liable to pay provided that the claim is covered by this policy.

#### **1.3 Legal defence costs**

Provided that an incident occurs which is covered by this policy and we agree in writing first, we will pay for the legal representation of you or any other person we insure under this policy:

- i. At a coroner's inquest, fatal accident inquiry or UK magistrates' court;
- ii. Against prosecution for manslaughter or for causing death by careless or dangerous driving.



**What is not covered under this section**

- Death of or injury to the person driving your vehicle or in charge of your vehicle for the purpose of driving;
- Loss of or damage to your vehicle or any other vehicle that is in your care, custody or control including any trailer, caravan or broken-down vehicle;
- Loss of or damage to property owned by you or any other person insured by this policy;
- Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where we must meet the requirements of the current Road Traffic Act.
- There is no cover for Driving other cars
- Use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority;
- Liability for any incident which occurs whilst you are using or driving the car outside of the territorial limits;
- Any liability if you no longer own the vehicle you insure on this policy or if your vehicle has been deemed a total loss.

## **Section 2 - Loss of or Damage to Your Vehicle**

### **What is covered under this section**

We will insure your vehicle against damage or total loss caused by an event listed below, provided that the 'Summary of Cover' section shows such an event is covered:

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

*Please refer to your policy schedule for the level of cover shown and then to the 'Summary of Cover' section on page 9 for details of which events your cover includes.*

If you need to report a claim to us, please refer to the section entitled 'Making a Claim' at the end of this booklet for further information.

If your vehicle has been stolen or damaged by attempted theft whilst in your charge then you must notify the police immediately.

### **2.1 Damage**

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

- i. This policy covers the event (as above);
- ii. You adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
- iii. We deem the cost of repairing your vehicle to be economical.

As an alternative to repairing your vehicle, we may deem it appropriate to either replace your vehicle with one of a similar specification or pay you a monetary amount equal to the cost of repairing the damage.

### **2.2 Total loss**

We will normally declare the vehicle a total loss:

- If we deem the cost of repairing your vehicle as uneconomical; or
- If your vehicle has been stolen and not recovered.

If your vehicle is declared a total loss as a direct result of an insured event (as above) we will offer you a monetary amount as compensation. The maximum amount we will pay is the market value of your vehicle, less any policy excess which is applicable (see Sections 2.9 and 2.10). If you owe any premium amount under this policy, you must pay this amount in full before we can settle the claim.

## **Section 2 - Loss of or Damage to Your Vehicle**

Once you have accepted our offer, your vehicle will become our property and at this point you must surrender your current Certificate of Insurance to us along with any other documentation we may request before we pay you the agreed amount.

We may give you, at our discretion and if the current regulations allow, the option of retaining the vehicle salvage subject to a deduction from the compensation amount we offer you. All cover will cease once a Total Loss has been agreed, there will be no refund of premium.

### **2.3 Vehicle service/repair**

No cover is provided.

### **2.4 Vehicle recovery**

We will pay for the reasonable cost of transporting your vehicle to a repairer near to its location if it is damaged following an accident and cannot be driven provided that the damage is covered by this policy.

### **2.5 Ownership of the vehicle**

If your vehicle is subject to a hire purchase or lease agreement and is declared a total loss, any payments we make will instead be made to the finance or leasing company as specified on the car owners contract with them.

The maximum amount we will pay is the market value of your vehicle, less any policy excess which is applicable (see Sections 2.9 and 2.10). We are not responsible for any amount remaining owing to the finance or leasing company after we have settled your claim.

### **2.6 New vehicle replacement**

We will, at your request, replace your vehicle with another of a similar make, model and specification following an incident covered by Section 2 provided that all of the following applies:

- i. The owner is the first registered owner of the vehicle from new;
- ii. The vehicle is no more than 12 months old from the date of first registration;
- ii. The repair costs exceed 60% of the market value of the vehicle;
- iv. We have permission from any person that has a financial interest in your vehicle;
- v. The vehicle is not subject to a lease or contract hire agreement or any other similar arrangement.

## **2.7 Audio equipment**

No cover for in car Audio / Visual entertainment equipment is provided by this insurance policy.

## **2.8 Satellite Navigation equipment**

No cover for any Satellite Navigation Equipment is provided by this insurance policy.

## **2.9 Compulsory excess**

If the car is damaged you must pay to pay the first £250 of any claim under this section.

## **Section 2 - Loss of or Damage to the Vehicle**

### **What is not covered under this section**

- The policy excess which applies under this section of the policy;
- Wear, tear and depreciation of your vehicle;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of your vehicle caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Damage to your vehicle caused by filling its fuel tank with the incorrect fuel;
- Damage caused by the freezing of liquid in the cooling system of your vehicle unless you have taken all reasonable precautions as recommended by the vehicle manufacturer;
- Loss of or damage to your vehicle caused as a result of its legal impounding or destruction by order of any government or public authority;
- Loss of or damage to your vehicle which was caused deliberately by you or any other person insured on this policy;
- Loss of or damage to your vehicle if it is taken or driven without your permission by a partner, boyfriend or girlfriend, member of the family or household of a permitted driver;
- Loss of or damage to your vehicle if it is involved in a theft or attempted theft and the incident has not been reported to the police;
- Loss of or damage to your vehicle from deception by someone claiming to be a buyer or acting on behalf of a buyer or by accepting a form of payment which a bank or building society will not authorise;
- Loss of or damage to your vehicle if it is unoccupied and any of the following applies:
  - i. It has been left un-locked;

- ii. It has been left with the keys inside;
  - iii. It has been left with the windows, sunroof or the roof of a convertible vehicle open;
  - iv. If reasonable precautions have not been taken to protect it.
- Liability for any further damage which is caused by driving, or attempting to drive, your vehicle if damaged or in an un-roadworthy condition;
  - Any reduction in the value of your vehicle following damage, whether repaired or not;
  - The cost of repairing, replacing or improving any parts of your vehicle if they have not been damaged;
  - The cost of repairing or replacing any non-standard parts fitted to your vehicle;
  - Compensation for any costs incurred as a result of not being able to use your vehicle following loss or damage;
  - Costs which exceed the market value of your vehicle or the value declared on your policy schedule if the market value is more.

### **Section 3 - Windscreen, Sunroof or other Glass Cover**

No windscreen, Sunroof or Glass cover is offered under this policy.

Cover will be considered following an insured incident covered by this policy under Section 2 Loss of or Damage to Your Vehicle and will be subject to the excess applying under that section.

### **Section 4 - Personal Belongings**

#### **What is covered under this section**

#### **4.1 Child car seat cover**

We will pay for the cost of replacing a child car seat and/or child booster seat fitted in the vehicle if damaged following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount we will pay under Section 4.1 is £100 following any one incident.

#### **4.2 Other personal belongings**

We will pay for loss of or damage to your personal belongings whilst they are in or on your vehicle following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount we will pay under Section 4.2 is £100 following any one incident.

### **What is not covered under this section**

#### **Loss of or damage to any of the following:**

- Money, bank/credit cards, jewellery, stamps, tickets, documents and securities (such as share or bond certificates);
- Goods, tools and samples connected with any trade or business;
- Any equipment used for communication purposes (including mobile telephones and Satellite Navigation equipment);
- Personal belongings from an open-top or convertible vehicle, unless you keep them in a locked boot;
- Personal belongings if any of the doors are unlocked or if any of the windows are left open whilst your vehicle is left unattended;
- Any property where damage has been caused by deterioration or wear and tear, whether or not this has occurred following an incident involving your vehicle;
- Any property that is insured under another policy (such as a home contents policy).
  - Cost of replacing locks or stolen keys

### **Section 5 - Medical Expenses**

#### **What is covered under this section**

If an accident occurs which is covered by this policy, we will pay up to maximum of £200 for each person in your vehicle for any medical treatment which is required following injury.

### **Section 6 - Personal Accident**

#### **What is covered under this section**

If an accident occurs that involves you, your spouse or your civil partner, we will pay £2,000 if the following occurs within three months of the accident date:

- Death; or
- Loss of a hand or foot; or
- Loss of sight in one or both eyes.

The maximum amount we will pay under this section is £2,000 in any one period of insurance and the death or injury must have occurred as a direct result of an accident covered by this policy. Payments under this section will be made to you, or to your legal personal representative in the event of your death.

### **What is not covered under this section**

Any liability for death of or injury to persons:

- When this policy is in the name of a company;
- Over 65 years of age at the time of the accident;
- Where the cause is by suicide or attempted suicide;
- Driving under the influence of alcohol and/or drugs at the time of the accident;
- Where the accident has occurred outside of the territorial limits;
- Where a claim can be made under another section of this policy.

### **Section 7 - Foreign Use**

This policy only applies in the territorial limits. There is no cover provided for foreign use and transit.

### **Section 8 - No Claims Bonus**

This policy does not use or accrue any form of No Claims Bonus in the period of insurance.

### **Section 9 - Permitted drivers and use of your vehicle.**

The following driving limitations apply to this policy:

Driving under this policy is restricted to you in person and the policy is only effective until you pass the UK driving test.

For cover to be operative at the time of any incident likely to give rise to a claim under this policy you must at the time of the incident:

- Be in the process of receiving driving tuition or taking an official Driving Standards Agency (DSA) practical driving test;
- Be accompanied by a full current UK driving licence holder, who is over 25 years of age and that person has held a full UK Driving licence for a minimum of 3 years, or is a Qualified Driving Standards Agency Examiner or a current Registered Qualified Approved Driving Instructor (ADI)
- Not have passed the UK DSA Practical Driving Test

Cover is provided for Social Domestic & Pleasure purposes only. No cover is provided for commuting to and from work, nor any business cover.

## **Section 10 - After completing Your DSA Practical Driving Test**

If you pass your Driving Test all cover under this policy will cease immediately. The Certificate of Motor Insurance must be returned to us for cancellation.

### **General Exclusions**

#### **Use and Drivers**

We will not pay for any loss, damage or liability caused in any of the following circumstances whilst your vehicle is being used or driven:

- i. For a purpose not permitted on your Certificate of Insurance;
- ii. In any race, rally, competition, trial or similar motoring event;
- iii. On any race, rally, test circuit or on any off-road course or ground;
- iv. By any person who is not stated in the "persons or classes of persons entitled to drive" section on your Certificate of Insurance unless the vehicle has been stolen;
- v. By any person who does not hold a driving licence or is disqualified from driving;
- vi. By any person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
- vii. With a load or a number of passengers which is unsafe;
- viii. When carrying a load which is not secure.

#### **Other Contracts**

We will not pay for any liability you have under an agreement or contract unless you would be liable anyway if the agreement or contract did not exist.

#### **War, Earthquake, Riot and Terrorism**

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

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

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



### **Nuclear/Radioactive Contamination**

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

- i. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- ii. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

### **Pollution**

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

### **General Exclusions**

#### **Hazardous Goods**

We will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

#### **Airport Use**

We will not pay for any loss, damage or liability arising while your vehicle or any other vehicle covered by this policy is in:

- i. Any place where aircraft take off, land or park including any associated service roads;
- ii. A refuelling area, ground equipment areas or the Customs examination areas of international airports.

#### **Sonic Bangs**

We will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### **Criminal Acts**

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

## **General conditions**

### **Your duty**

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

- i. You and any other person insured by this policy keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;
- ii. All of the information provided on the proposal form or statement of fact declaration on which this policy is based is complete and correct to the best of your knowledge and has not been misrepresented either intentionally or unintentionally.

If we discover that any information provided to us is incorrect or not truthful we will not be liable to pay any claim and we reserve the right to void or terminate this policy.

### **Safety and security of your vehicle**

You, and any other person insured by this policy, must take all reasonable precautions to:

- i. Keep your vehicle in a safe and roadworthy condition;
- ii. Protect your vehicle from loss or damage;
- iii. Ensure your vehicle has a valid MOT test certificate if required to do so by law.

### **Other Insurance**

If any other insurance covers you for the same loss, damage or liability covered under this policy, we will only pay our share of the claim.

### **Changes in circumstances**

You must tell us of any change in circumstances which are relevant to this policy as soon as possible. Examples of such changes include but are not limited to:

- Changing or selling your vehicle;
- Changing your vehicle registration number;
- Modifying your vehicle from the manufacturer's original specification;
- Changing the purpose that your vehicle is used for;
- Changing the drivers that are insured on this policy;
- If any of the drivers insured on this policy are convicted of a motoring or criminal offence (including fixed-penalty notices);
- If any of the drivers insured on this policy has their driving licence revoked;
- If any of the drivers insured on this policy develops a medical condition that may affect their ability to drive;
- If any of the drivers insured on this policy changes occupation or becomes

- unemployed;
- If you change your address or the address of where your vehicle is kept overnight.

If you do not tell us about any relevant changes then we may not be liable to pay any claim and this policy may no longer be valid.

### **Administration Fee**

If you make a permanent change to your policy during the current period of insurance, or require a duplicate copy of your policy documents, we will charge you a fee of £10 excluding Insurance Premium Tax to cover our administration costs. If a permanent change is made this fee will be in addition to any alteration in your insurance premium. If the change results in a return premium which is below £25 after our administration fee has been applied, there will be no refund given.

Please note that our fee does not include any administration charge that your Broker may apply.

### **Cancellation by us**

We or our authorised Brokers may cancel this policy by sending you 7 days notice by recorded delivery to your last known address. You must return the current Certificate of Insurance to us and upon receipt of this we will refund you the unexpired portion of the annual premium provided a claim has not been made in the current period of insurance. If a claim has been made in the current period of insurance then we will retain the full annual premium.

It is an offence under the Road Traffic Act not to return the current Certificate of Insurance to us if this policy is cancelled.

### **Cancellation by you**

You may cancel this policy at any time by returning the current Certificate of Insurance to us. If a claim has not been made during the current period of insurance, a refund will be given based on the annual premium in accordance with the following:

:

No refund available on one or two month policies.  
A refund is available on a three month policy.

#### **Period not exceeding**

1 month

Over 1 month

Minimum Time on risk charge

#### **Time on risk charge**

50%

Full premium payable

£50 inc ipt

## **General Conditions**

### **Cooling-off period - your right of cancellation**

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

If you wish to cancel this policy you must return the current Certificate of Insurance or current cover note to us or your Broker within this 14 day period. A pro-rata charge will be made for the period of cover we have provided plus an administration fee of £25 excluding Insurance Premium Tax.

### **Claims handling**

- i. You must tell us without delay about any event that could lead to a claim.
- ii. You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form.
- iii. You must give us all the information and assistance we require to deal with the claim and you or the person driving must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- iv. We are entitled to take over, defend or settle any claim under this policy in the name of you or any other person covered by this policy and we are entitled to take legal action in any such name to recover any payments we make.
- v. Should we refuse indemnity in respect of an accident due to any omission, misstatement or non-disclosure, but have a liability to pay a claim under the Road Traffic Act, then we will reserve the right to settle such claims or judgments, without prejudice to our position under this policy, and seek reimbursement of all payments we make from you.
- vi. If we are required to pay a claim under the law of any country covered by this policy which we would not otherwise be liable to pay, we will seek reimbursement of any costs from you or the person who incurred the liability.

### **Fraudulent claims**

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

## **Financial Service Compensation Scheme**

In the event that KGM Motor Insurance is unable to meet its liabilities under this insurance policy, you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or you can contact them on 020 7892 7300.

## **Complaints**

If you want to make a complaint about any aspect of your insurance policy, in the first instance please contact:

Complaints  
KGM Motor Insurance  
KGM House George  
Lane London  
E18 1RZ

Tel: 020 8530 7351  
Fax: 020 8530 7037

KGM Motor Insurance has produced internal complaints guidance for our customers and this is available in writing upon request.

In the event that you remain dissatisfied, you can refer your complaint to Policyholder & Market Assistance at Lloyd's. Please contact:

Policyholder & Market Assistance  
Lloyd's Market Services  
Fidentia House  
Walter Burke Way  
Chatham Maritime Chatham, Kent ME4 4RN  
Tel: 01634 392000  
Fax: 01634 830275  
E-mail: **[complaints@lloyds.com](mailto:complaints@lloyds.com)**

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to: The Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800

E-mail: **complaint.info@financial-ombudsman.org.uk**

Further details will be provided at the appropriate stage of the complaint process.

The complaints procedure is without prejudice to your rights to take legal proceedings.

## **Making a Claim**

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

- 1 Gather the details of any other party or parties involved (if applicable) including their name, address, vehicle registration number, insurance company, and contact number.
- 2 Contact our UK based 24/7 claims assist line on **0844 412 6412** (if calling from abroad please dial **+44 (0)1489 898 318**).
- 3 Please have your policy number ready when contacting us.

Please note: if your vehicle has been involved in an incident involving theft or attempted theft then you must also notify the police immediately.

If you have Comprehensive cover and have been involved in an accident, we will arrange for the repair of your vehicle with a VBRA or MVRA approved repairer and:

- Collect and re-deliver your vehicle to and from your home or place of work.
- Supply a courtesy car whilst your car is being repaired (subject to availability and if your vehicle is not beyond economical repair).
- Valet your vehicle upon completion of the repairs.
- Guarantee all repairs for three years.

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

Authorised and regulated by the Financial Services Authority

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