Commercial Vehicle

Policy Document

KGM

MOTOR INSURANCE

Member of Canopius Group

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.

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 our 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

KGM Motor Insurance is a brand name for business written by Syndicate 260 which is managed by Canopius Managing Agents Limited.
Canopius Managing Agents Limited is a managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FCA Registration No. 204847.
Canopius Managing Agents Limited is registered in England & Wales number 01514453.
Registered office: Gallery 9, One Lime Street, London, EC3M 7HA.

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
Canopius Managing Agents Limited
Gallery 9
One Lime Street
London
EC3M 7HA

Any information you give to us will be used by Canopius 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**

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, the 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 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 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**.

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.

As part of our anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, your information will be checked against a range of databases/registers and a 'soft footprint' will be left on your credit file for a period of 12 months. Unlike standard credit checks, soft footprints do not affect your credit score and you are the only person who can view them on your credit report.

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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.

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

Canopius Managing Agents Limited – a registered managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Broker – a representative authorised by us to sell and administer 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 the 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 the 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 your 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.

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

Definitions

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 which is your private property (i.e. not a communal parking facility).

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 your 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.

Signage – professional sign-writing, digital printing, graphics, logos or other specialised artwork fitted to your vehicle.

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.

Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in your policy schedule:

Section Description	Cover Applicable		
	Comprehensive	Third Party, Fire & Theft	Third Party Only
Section 1 - Liability to Others	Yes	Yes	Yes
Section 2 - Loss of or Damage to Your Vehicle:			
A. Accidental Damage	Yes	No	No
B. Malicious Damage and Vandalism	Yes	No	No
C. Fire, Self-Ignition, Lightning or Explosion	Yes	Yes	No
D. Theft or Attempted Theft	Yes	Yes	No
Section 3 - Replacement Locks	Yes	No	No
Section 4 - Replacement Locks	Yes	No	No
Section 5 - Foreign Use	Yes	Yes	Yes
Section 6 - No Claim Bonus	Yes	Yes	Yes

The sections entitled **'General Exclusions**' and '**General Conditions**' within this booklet apply to your policy whatever cover you have.

Your policy schedule provides details of any special cover, excesses, endorsements or exclusions which apply to your policy.

Section 1 – Liability to Others

What is covered under this section

1.1 Driving your vehicle

We will insure you against the 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 your vehicle;
ii. Whilst any other person is using, driving or in charge of your 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) your vehicle with your permission, providing 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 £5,000,000 in respect of any one claim, or a number of claims arising out of the one incident including 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.

Exclusions to Section 1 are shown overleaf.

Section 1 – Liability to Others

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, or in the care, custody or control of, 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;
- Liability for death, injury, loss or damage that arises beyond the limits of the carriageway in respect of the bringing to or taking away the load from your vehicle by any person other than your driver or attendant;
- Liability for death, injury, loss or damage that arises out of the use of any tools, goods or personal belongings carried in or on your vehicle.

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 then you must notify the police immediately and obtain a crime reference number.

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 less any policy excess which is applicable (see Sections 2.10 and 2.11).

2.2 Total loss

We will normally declare your 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 2.10 and 2.11). If you owe us an outstanding amount under this policy when the claim has been made, you must pay this amount in full before we can settle the claim.

Section 2.2 continues overleaf.

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 will allow this insurance contract to continue on a replacement vehicle provided we accept this substitution and you pay the additional premium applicable.

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.

2.3 Vehicle service/repair

We will provide the same level of cover that your policy has under Section 2 whilst your vehicle is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired.

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 your 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 your 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 2.10 and 2.11). If there is still an amount owing to the finance or leasing company after we have settled your claim, then you are responsible for this amount.

2.6 New vehicle replacement

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

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

Section 2 – Loss of or Damage to Your Vehicle

2.7 Signage

We will pay towards the cost of replacement signage following an incident in which your vehicle has been damaged and a valid claim is made under this section of the policy.

The maximum amount we will pay under this section is £500 for any claim arising out of the one incident.

2.8 Audio equipment

We will pay towards the cost of replacing the audio equipment in your vehicle with equipment of a similar specification following an incident covered by Section 2 provided that the audio equipment is damaged and was permanently fitted to your vehicle by your vehicle manufacturer.

The maximum amount we will pay under this section is 10% of your vehicle's market value up to a maximum of £500 for any claim arising out of the one incident.

2.9 Satellite Navigation equipment

We will pay towards the cost of replacing the Satellite Navigation equipment in your vehicle with equipment of a similar specification following an incident covered by Section 2 provided that the Satellite Navigation equipment is damaged and was permanently fitted to your vehicle by your vehicle manufacturer.

The maximum amount we will pay under this section is £500 for any claim arising out of the one incident.

2.10 Compulsory and voluntary policy excess

If any claim is made under Section 2 you must pay a compulsory policy excess, the amount of which is shown in your current policy schedule. If no amount is stated, you must pay the first £100 towards any claim.

If you have chosen to pay a voluntary excess, this amount is in addition to the compulsory policy excess which applies.

2.11 Young and inexperienced drivers

If your vehicle is damaged whilst a young or inexperienced driver is driving (if permitted to do so as shown on your current Certificate of Insurance), you must pay the first amount of any claim as shown below.

Drivers	Amount
• Under 21 years of age	£1,000
• Between 21 and 24 years of age	£500
• 25 years of age or over but holding a provisional UK driving licence or a full UK driving licence for less than 12 months	£250

The above amounts are in addition to the compulsory policy excess and any voluntary excess which applies but does not apply when the damage is caused as a result of fire or theft.

Section 2 – Loss of or Damage to Your 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;
- Loss or theft of petrol or diesel 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 your 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, used or driven without your permission by a spouse or civil partner, partner, boyfriend or girlfriend, employee or ex-employee, 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 and a crime reference number obtained;
- Loss of or damage to your vehicle by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by you 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 in, on or in the vicinity of the vehicle;
  iii. If the keys of your vehicle are not securely stored e.g. if they are stored or placed in any location or premises to which the public has access or are displayed in view of the public;
  iv. It has been left with any of the windows or sunroof open;
  v. 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 or equipment fitted to your vehicle that have not been disclosed to us and agreed as covered by our Underwriters;
- Damage to your vehicle's windscreen or window glass under this section of the policy;
- Damage to your vehicle caused by vermin, insects, mildew or fungus;
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in your vehicle;
- Loss of or damage to any tools, goods or personal belongings carried in or on your vehicle;
- Compensation for any costs incurred as a result of not being able to use your vehicle following loss or damage;
- Any Value Added Tax (VAT) amounts when you are VAT registered;
- 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 – Glass Cover

What is covered under this section

We will pay for the replacement or repair of:

i. The windscreen of your vehicle following accidental damage, vandalism, theft or attempted theft;
ii. The side and rear windows of your vehicle following accidental damage, vandalism, theft or attempted theft.

What we will pay

- Cover is unlimited if you use our approved glass provider for repair or replacement glass;
- If you do not use our approved glass provider, the maximum amount we will pay is £100 after we have deducted your excess (please see 'what you must pay' below).

If you need to report a glass claim please call **0844 412 6412**.

What you must pay

- A standard compulsory windscreen excess applies per claim if our approved glass provider is used, the amount of which is shown in your schedule;
- If you do not use our approved glass provider, a higher excess amount will apply towards your claim, the amount of which is also shown in your schedule.

There is no excess to pay if the damaged glass is repaired, not replaced. Claims made under Section 3 only will not affect your no claim bonus.

What is not covered under this section

- The policy excess which applies under this section of the policy;
- Repair or replacement of the sunroof and/or glass roof panels of your vehicle;
- Repair or replacement of lights and reflectors.

Section 4 – Replacement Locks

What is covered under this section

If your keys and/or lock transmitter of your vehicle are lost or stolen, we will pay towards the cost of replacing:

i. The door locks;
ii. The ignition and steering locks;
iii The lock transmitter and central locking interface.

Cover under this section is provided on the basis that you can establish, to our satisfaction, that the location of your vehicle is known to any person who is in possession of the lost or stolen keys and/or lock transmitter.

The maximum amount we will pay under Section 4 is £300 following any one incident. Claims made under Section 4 only will not affect your no claim bonus.

Section 5 – Foreign Use

What is covered under this section

5.1 Minimum cover

We will provide the minimum cover which is required by law in:

- Any country which is a member of the European Union; and
- Any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).

The following table shows which countries the above currently applies to:

Andorra	Finland	Liechtenstein	Serbia
Austria	France	Lithuania	Slovakia
Belgium	Germany	Luxembourg	Slovenia
Bulgaria	Greece	Malta	Spain
Croatia	Hungary	Netherlands	Sweden
Cyprus	Iceland	Norway	Switzerland
Czech Republic	Ireland	Poland	
Denmark	Italy	Portugal	
Estonia	Latvia	Romania	

A green card is no longer required if you travel to any of the above countries and you must instead take your current Certificate of Insurance with you as evidence of compulsory insurance cover.

We do not normally provide cover in any other country outside of those named above; however, we will consider doing so provided that all of the following applies:

i. You refer this to your Broker in advance of travel;
ii. We agree to cover you in the countries concerned;
iii. You pay any additional premium we require for providing this cover.

If we agree to your request we will issue you with a Green Card as legal evidence of cover.

The cover provided under Section 5.1 is the minimum required by law in the country you are visiting from those stated above or any other country we agree to. Where this cover is less than the minimum cover provided in the United Kingdom, then the minimum cover required in the United Kingdom will apply.

Please note that the above information may change, therefore you must check the latest information with your Broker before you travel.

Section 5 – Foreign Use

5.2 Extended cover

We will insure your vehicle for the same level of cover as shown in your current policy schedule in any of the countries as set out in Section 5.1 provided that all of the following applies:

i. That travel is for Social, Domestic and Pleasure purposes only;
ii. That your permanent residence is within the territorial limits;
iii. That your vehicle is taxed and registered within the territorial limits and is also normally kept within the territorial limits;
iv. That travel outside of the territorial limits is of a temporary nature (such as a holiday) and does not exceed 30 days in any one period of insurance.

5.2.1 Vehicle transportation

Cover also applies when your vehicle is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed 65 hours in any one journey.

What is not covered under this section

- Loss of or damage to your vehicle whilst outside of the territorial limits if your vehicle is being used for business purposes;
- Loss of or damage to any personal belongings or other property carried in or on the vehicle.

Section 6 – No Claim Bonus

If a claim has not been made

If a claim has not been made against this policy by the expiry date of the current period of insurance, we will award a discount on your renewal premium for the next period of insurance.

Please note that your no claim bonus entitlement is not transferable to any other person.

If a claim has been made

If a claim has been made against this policy during the current period of insurance, we will reduce your no claim bonus entitlement as per the applicable scale below:

If your no claim bonus is NOT protected:

NCB Level before a claim	NCB level at next renewal following:	
	1 claim	2 claims or more
4+	2	0
3	1	0
2	0	0
1	0	0
0	0	0

If your no claim bonus IS protected:

If you have paid for this option and it is shown in the endorsements section of your policy schedule, your no claim bonus entitlement is protected unless more than two claims are made against this policy within four continuous periods of insurance. If more than two claims have been made within this period then your no claim bonus will be reduced as per the scale below:

Current NCB level	NCB level at next renewal following:	
	3 claims in the last 4 years	4 claims or more in the last 4 years
4+	2	0
3	1	0

If a claim is made on your policy after we have confirmed your renewal premium but before the expiry date of the current period of insurance, we are entitled to take back any additional discount given to you and also reduce your no claim bonus entitlement in accordance with whichever of the above scales apply.

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, driven or in the charge of:

i. For a purpose not specified or 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 your 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 or illegal;
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 whilst 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 whilst 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 se 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, that all information relevant to your policy has been disclosed to us in full, and that you have not deliberately or negligently misrepresented any such information you have supplied.

If any of the above conditions are not met then we may refuse to pay any claim you attempt to make and we may also void or terminate your policy.

Motor Insurance Database

It is a condition of this policy that you must inform your Broker immediately if you either change the vehicle insured on this policy or change the registration number of the vehicle insured on this policy for entry on the Motor Insurance Database.

Please note that any breach of this condition may result in the cancellation of your policy or the non-payment of a claim.

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.

Drink and drugs

If an accident occurs and as a result, you or any other person entitled to drive under this policy is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs, then cover will be restricted to our liability under the Road Traffic Act. We reserve the right to recover any sums paid following such an incident including the costs of the claimants.

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.

General Conditions

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;
- Changes to the value of your vehicle to that stated on your policy schedule;
- 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 offences);
- 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 your 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 your authorised Broker may cancel this policy by sending you 7 days notice to your last known address. You must either return the current Certificate of Insurance or submit an Electronic Declaration Form confirming surrender of this document to us or your Broker within seven days of the cancellation date (an Electronic Declaration Form can be obtained from your Broker or by visiting our website at **www.kgminsurance.co.uk**). Upon receipt of either document 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 or submit an Electronic Declaration Form confirming surrender of this document if this policy is cancelled.

General Conditions

By you

You may cancel this policy at any time either by returning the current Certificate of Insurance or by submitting an Electronic Declaration Form confirming surrender of this document to us or your Broker (an Electronic Declaration Form can be obtained from your Broker or by visiting our website at **www.kgminsurance.co.uk**). 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 scale:

Period of Cover Elapsed (up to)	Refund
1 month	75%
2 months	60%
3 months	50%
4 months	40%
5 months	30%
6 months	25%
7 months	20%
8 months	10%
Over 8 months	No refund

Please note that in certain circumstances, cancellation on a pro-rata basis may be agreed, however this will be subject to an administration fee of £25 excluding Insurance Premium Tax. Please also note that your Broker may apply an administration fee against any refund due therefore please check this with them.

If a claim has been made in the current period of insurance then we will retain the full annual premium.

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 date 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 either the current Certificate of Insurance, an Electronic Declaration Form confirming surrender of this document (as above), or the current covernote to us or your Broker within this 14 day period. Provided a claim has not been made, 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.

General Conditions

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. You must fully co-operate with any third party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to you upon request to **claims.kgm@canopius.com**).
v. 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.
vi. 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.
vii. 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 Services 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** or you can contact them on 0800 678 1100 or 020 7741 4100.

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
14 Eastwood Close
London
E18 1RZ

Tel: 020 8530 7351
Fax: 020 8530 7037
E-mail: **compliance.kgm@canopius.com**

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
Market Services
Lloyd's
One Lime Street
London
EC3M 7HA

Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: **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: 0800 023 4567 or 0300 123 9 123
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

- Gather the details of any other party or parties involved (if applicable) including their name, address, vehicle registration number, insurance company, and contact number.
- Contact our UK based 24/7 claims assist line on **0844 412 6412** (if calling from abroad please dial **+44 (0)1702 444312**).
- 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 and obtain a crime reference number.

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 or from your home or place of work;
- Guarantee all repairs for three years.

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

We may also appoint other authorised suppliers to assist in dealing with your claim and we are happy to provide you with their full contact details, and the capacity in which they are acting, upon request to **claims.kgm@canopius.com**.

Making a glass claim (Comprehensive policyholders only)

If you have suffered damage to your front/rear screens or side glass, please contact our approved glass provider on **0844 412 6412.** Please also note:

- You must pay the standard compulsory windscreen excess (per claim) as shown on your schedule for replacement glass or screen, provided you use our approved glass provider.
- If you do not use our approved glass provider, a higher excess amount will apply (also shown on your schedule) and cover will be restricted to £100 after deduction of your excess.
- There will be no excess to pay if the glass or screen can be repaired.
- Cover excludes repair or replacement of a sunroof or other roof glass.

Commercial Vehicle

KGM Motor Insurance
KGM House
14 Eastwood Close
South Woodford
London E18 1RZ

T 020 8530 7351
E enquiries.kgm@canopius.com
www.kgminsurance.co.uk

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