

WEEKLYCOVER

Car and Van Insurance

Policy Document



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 – weeklycover.co.uk immediately.

The contact details for weeklycover.co.uk are shown in the documentation made available once the insurance cover has been purchased and on the Web site www.weeklycover.co.uk

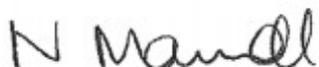
If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.

Contract of Insurance

Thank you for choosing to insure with KGM Motor. 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.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and in any schedule of 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 under the authority granted by the Underwriting Byelaw (No. 2 of 2003).



Neil Manvell – Motor Underwriter

KGM Motor is a brand name for business written by KGM Underwriting Services Limited. KGM Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority, FCA Firm Reference Number 799643.

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells you about the registers and databases that we and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this Insurance it will be understood that you have read and accepted the terms of this Data Protection Notice.

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.

We will process your details in accordance with the Data Protection Act and/or other applicable legislation in force.

You are entitled to receive a copy of the information we hold about you. If you require a copy of your data or have any questions please contact:

The Compliance Officer
KGM Underwriting Services Limited
2nd Floor
St James House, 27-43 Eastern Road
Romford, Essex
RM1 3NH

E- mail: dpo@kgmus.co.uk

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

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel: 0303 123 1113 or 01625 54 57 45

E-mail: mail@ico.gsi.gov.uk

Your Data

It is necessary to collect your personal data so that Underwriters can assess/administrate the terms of your policy, claims or losses.

Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Please be aware that only where relevant we use and may share your details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention,detection,apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies we share your data with will only use your data for the purposes set out in our Privacy Policy which can be viewed on our website at www.kgmininsurance.co.uk
A paper version is also available upon request.

Before sharing your data with any third party, we will ensure that the third party has the appropriate technical and organisation measures in place to protect your data.

Please see the Privacy Policy for details of your rights not covered more specifically in this notice.

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 and the Motor Insurance Anti-Fraud and Theft Register operated by Insurance Database Services Ltd (IDS Limited).

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.

KGM Motor – a brand name for business written by KGM Underwriting Services Limited. KGM Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority, FCA Firm Reference Number 799643.

Broker – Weekly Cover, which is a trading name of Sky Insurance Services Group Limited; 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.

Accessories and spare parts – standard parts or products specifically designed to be fitted to your vehicle.

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 Road Traffic Law, 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 live together as a 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.

Road Traffic Law – the law which governs the driving or use of any motor vehicle within the United Kingdom (including the Road Traffic Act 1988 and all related and subsequent legislation) or any other country to which your policy may cover as defined in the Foreign Use section of this policy

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

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. (provided you hold the correct driving licence entitlement to do so).

The maximum amount we will pay under Section 1 in respect of property damage is £20,000,000 if the damage has been caused by a private motor car or £5,000,000 if caused by a commercial vehicle (e.g. a van). Such limits apply in respect of any one claim, or a number of claims arising out of the one incident in addition to £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.

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 the death of or injury to any person or loss of or damage to any property caused as a result of the deliberate use of your vehicle:
 - i. To cause damage to other vehicles or property; and/or
 - ii. To cause injury to any person and/or to put any person(s) in fear of injury.

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:

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

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 without delay 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. You adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
- ii. 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 Section 2.7).

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, we will offer you a monetary amount as compensation and no greater than that shown in your policy schedule, less any policy excess which is applicable (see Section 2.7). 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.

Once you have accepted our offer, your vehicle will become our property and at this point all cover will cease with no refund of premium given.

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.

Section 2 – Loss of or Damage to Your Vehicle

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 or the maximum value as shown on your policy schedule, whichever is the lesser, less any policy excess which is applicable (see Section 2.7). 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.

2.7 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.

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 burst 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, a 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 without delay 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 unlocked;
 - ii. It has been left with the keys in, on or in the vicinity of the vehicle;
 - iii. If the keys to 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 the windows, sunroof, or the roof of a convertible vehicle open; 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 that have not been disclosed to us and agreed as covered by our Underwriters;
- Damage to your vehicle caused by vermin, insects, mildew or fungus;
- Damage to your vehicle's windscreen or window glass;
- Loss of or damage to any audio or satellite navigation equipment (whether portable or permanently fitted to the vehicle), visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in 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 – 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 3 is £300 following any one incident.

Section 4 – Medical Expenses

What is covered under this section

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

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 (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of motor vehicles.

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 provide cover in any other country outside of those named above.

The cover provided under Section 5.1 is the minimum required by law in the country you are visiting from those stated above. 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 the duration of the policy.

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 or the duration of the insurance cover period whichever is the lesser.

General Exclusions

Use and Drivers

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

- i. For a purpose not specified or permitted on your Certificate of Insurance;
- ii. For pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event;
- iii. On the Nurburgring Nordschleife, or any sections of private toll roads without speed limits;
- iv. For racing, formally or informally, against another motorist whether on a road or track;
- v. 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;
- vi. By a person who does not hold a driving licence or is disqualified from driving;
- vii. By any person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
- viii. With a load or a number of passengers which is unsafe or illegal;
- ix. When carrying a load which is not secure;
- x. When you have hired the vehicle to someone else, regardless of the purpose for which that person is using the vehicle.

Deliberate Acts

We will not pay for the death of or injury to any person or the loss of or damage to any property caused as a result of the deliberate use of your vehicle:

- i. To cause damage to other vehicles or property; and/or
- ii. To cause injury to any person and/or to put any person(s) in fear of injury.

Drink and Drugs

We will not provide any cover under this policy (other than any obligations we must meet as required by Road Traffic Law), if an accident occurs whilst you or any other insured person:

- i. Is found to be over the prescribed limit for alcohol;
- ii. Is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- iii. Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Other Contracts

We will not pay for any legal responsibility you have accepted under an agreement or contract unless you would have had that responsibility anyway.

General Exclusions

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 Road Traffic Law.

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.

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.

General Exclusions

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:

- i. In the course or furtherance of a crime; or
- ii. As a means to escape from, or avoidance of, lawful apprehension.

General Conditions

Your duty: Policy Terms and Information

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

- i. You and all other insured persons keep to the terms and conditions as set out in the 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 and any information provided since, is true to the best of your knowledge and belief, and that you have not misrepresented any such information you have supplied.

If any of the above conditions are not met then we may reject a claim in full, reduce the payment of a claim or your policy may be cancelled or treated as if it never existed.

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.

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 as soon as possible about any changes to the information you provided when you took out this insurance or during the policy cover. 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 charged or convicted of a motoring or criminal offence (including fixed-penalty offences such as speeding);
- If any of the drivers insured on this policy have been involved in any accidents or other incidents (such as fire, theft or malicious damage) related to any motor vehicle, whether the vehicle is insured with us or not and regardless of blame;
- If any of the drivers insured on this policy changes their driving licence entitlement (e.g. from a Provisional or EU licence to a Full UK licence);
- 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 changes then your policy cover may be affected (which may also affect the payment of a claim) or your policy may become invalid.

Cancellation

By us

We or your authorised Broker have the right to cancel this policy at any time where there is a valid reason for doing so by giving you 7 days' notice in writing. A cancellation letter will be sent to the latest address we have for you and will set out the reason for cancellation. Valid reasons include but are not limited to:

- Where your Broker has been unable to collect a premium payment. In this case they will contact you in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. Your policy will be cancelled if payment is not received by the end of the cancellation notice period;
- Non-receipt of requested documentation such as a copy of your driving licence or evidence of no claim bonus. In this case your Broker will ask you to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. Your policy will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- Where you have deliberately or recklessly misrepresented any information you have supplied or withheld any information which we or your Broker have asked for;
- Where you have not told us about any changes to the information you provided at the time of quotation, when you took out the policy, during the policy cover or at renewal if these changes may have resulted in an increased risk to us. Examples of changes are listed in the General Conditions section under 'Changes in circumstances';
- Where we reasonably suspect or have evidence of criminal or fraudulent activity.

If we cancel your policy due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter your broker will send to you.

If we cancel due to non-receipt of any documentation we have requested, we will refund the unexpired portion of the total premium you have already paid, unless there has been a claim in the current insurance period.

If we cancel due to your deliberate or reckless misrepresentation of any information or you fail to notify us of any change to information, you may not be entitled to any premium refund.

By you

You may cancel this policy at any time by contacting your Broker. In view of the nature of short period insurance, there is no refund given.

General Conditions

Cooling-off period

In view of the nature of short period insurance, we do not provide a cooling off period.

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@kgmus.co.uk**).
- 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.

Right of Recovery

If we are required to pay a claim under Road Traffic Law or the law of any country in which this policy operates (including settling such a claim on a reasonable basis in anticipation of such a liability), which we would not otherwise be liable to pay had the law not existed, we shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) we make from you if you or any other insured person:

- i. Caused the loss directly or indirectly;
- ii. Caused or permitted the vehicle to be driven by an uninsured driver;
- iii. Through act or omission, caused this insurance to be invalid.

Electronic Service

In the event that we bring proceedings against you as a result of any act or omission by you in relation to this policy, we may, at our discretion, serve proceedings upon you by email utilising the email address you provided to us when taking out this policy or such other email address you notify to us in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 mega bytes (MB).

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.

Policy Endorsements

The terms, exceptions or conditions of this insurance may be varied by any Endorsements specified in the **Schedule**.

The following **Endorsements** are only applicable if stated in the Schedule.

XDO	Driving Other Cars The driving of other cars is not permitted under this insurance
NTTP	Additional Excess In the event of an incident resulting in a claim under the policy where: i) there is a non-traceable responsible third party; or ii) the incident is a fault incident involving no other party an excess of £500 will apply. This excess will be in addition to any other excess shown elsewhere in this policy document or on your policy schedule or in any endorsement.
XSDH	Self-Drive Hire There is no cover under this policy when the insured vehicle is owned by, operated by, supplied by, hired or rented from any Claims, Credit Hire or Accident Management company.
XIMV	Impounded Vehicles This policy cannot be used for the purpose of recovering an impounded or confiscated vehicle.
XAMD	Alterations No amendments, alterations or changes can be made to this policy or certificate of insurance once issued.

Financial Services Compensation Scheme

In the event that KGM Motor 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
St James House
27-43 Eastern Road
Romford
RM1 3NH

Tel: 020 8530 7351
Fax: 020 8530 7037
E-mail: **compliance.kgm@kgmus.co.uk**

In the event that you remain dissatisfied, you can refer your complaint to the Complaints Team at Lloyd's. Please contact:

Complaints Team
Lloyd's
One Lime Street
London
EC3M 7HA

Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: **complaints@lloyds.com**
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 or 0300 123 9 123
E-mail: **complaint.info@financial-ombudsman.org.uk**

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.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 **0333 555 5909** (if calling from abroad please dial **+44 (0) 1702 444312**).
- 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 without delay 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 PAS125 or Manufacturer 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@kgmus.co.uk**.



KGM Motor
St James House
27-43 Eastern Road
Romford
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RM1 3NH
T 020 8530 7351
E kgm.enquiries@kgmus.co.uk
www.kgmus.co.uk

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