

THE



MOTOR INSURANCE

Member of Canopus Group

FLEET INSURANCE DOCUMENT

This document should be read in conjunction with the schedule attached and, if incorrect, returned immediately to your broker / agent for amendment. Any other alterations required to the insurance should also be notified to your broker / agent.

If you are involved in an accident, your vehicle is stolen, or you wish to make a claim under this insurance please refer to the claims procedure sheet enclosed with this document or contact your broker / agent for assistance.

You have taken out insurance with us (KGM Motor Insurance) and this document is a legally binding contract of insurance.

We have used the information provided to us on the proposal form and declaration signed by you in entering into this insurance.

We have agreed to insure you subject to the terms, conditions and exceptions contained within this document or in any endorsements attached for the period for which you have paid our premium.

This insurance contract is written in English and is subject to English Law. 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).



Colin Hart – Active Underwriter
Syndicate 260

DEFINITIONS

We/Us

KGM Motor Insurance: the Underwriters who will only pay their share of a claim and who are part of Lloyd's Syndicate No. 260. If you want to know all their names and what percentage they will pay write to us quoting the document number shown on the schedule and the date you started the insurance.

KGM Motor Insurance

A brand name for business written by Syndicate 260 which is managed by Canopus Managing Agents Limited.

Canopus Managing Agents Ltd

A registered managing agent at Lloyd's which is authorised and regulated by the Financial Services Authority.

The Schedule

The document that shows details of you, your vehicle and the insurance cover you have which is attached to this document.

Your Vehicle

The motor vehicle shown on the current Road Traffic Act Certificate of Insurance.

The Cover provided where the risk insured is described in the schedule as:

COMPREHENSIVE:

All sections shown apply

FIRE and THEFT only:

The following sections only apply: **3**

THIRD PARTY FIRE and THEFT:

The following sections only apply: **1, 3, 4, 5, 6, 7**

DAMAGE, FIRE or THEFT:

The following sections only apply: **2, 3**

THIRD PARTY only:

The following sections only apply: **1, 4, 5, 6**

The schedule provides details of any special cover, excesses*, endorsements or exclusions which apply.

*Note: If more than one vehicle is covered by this insurance, any excess shown in the schedule applies per vehicle, not per loss.

SECTION 1 – LIABILITY TO OTHERS

What is covered

- Legal liability for the death of or bodily injury to any person and damage to property as a result of the following:
 - i. Any person using or driving your vehicle provided they are permitted to drive as shown on your Certificate of Insurance and they have your permission.
 - ii. Any passenger travelling in, or getting in or out of your vehicle.
 - iii. The towing of a trailer, caravan or broken down vehicle attached to your vehicle or accidentally detached during the course of a journey.
 - iv. The unauthorised movement by your permitted driver of any vehicle, which is causing an obstruction to enable them to gain access to or leave business premises.
 - v. The unauthorised use of your vehicle by anybody in your employ.
- If this document is issued in the name of more than one party the cover provided will apply as if separate documents had been issued to each of the parties jointly named but the total liability of the Underwriters for all claims shall not exceed the limits of indemnity as stated.

We will also cover

- The legal personal representatives of any person who has died and was covered by this insurance.
- Any principal of yours against liability at law arising out of the use of your vehicle in connection with any contract entered into between yourself and any such principal provided that:
 - i. The Underwriters shall not be liable for death or bodily injury or loss or damage arising out of the negligence or other default of the principal or his agents
 - ii. Such principal is not entitled to indemnity under any other Insurance
 - iii. The Underwriters shall have the sole conduct of any claim arising
- An unlicensed driver when a licence is not required by law provided always that such person is driving with your permission and is of an age to hold a licence applicable to the vehicle.

What is not covered

- Damage to property in excess of £5,000,000 in respect of any one claim or a number of claims arising out of one cause. In the event of such damage being caused by a Motor Car this limit is revised to £20,000,000.
- Death of or injury to the person driving, or in charge of for the purpose of driving, your vehicle.
- Loss or damage to any vehicle or property owned by you or by the person driving your vehicle.
- Loss or damage to any trailer, caravan or broken down vehicle being towed or attached to your vehicle or to any property carried in or on them.
- Liability for death of or injury to an employee occurring during the course of their work except for the minimum cover required under the current Road Traffic Acts.
- Liability for death, injury, loss or damage arising 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.
- Indemnity to any person if there is other insurance already in force which covers the same liability.
- Liability for death, injury, loss or damage whilst any vehicle or plant attached to your vehicle is being used as a tool of trade other than that required under the current Road Traffic Acts.
- Liability for death, injury, loss or damage arising out of the use of any tools, goods or personal effects carried in or on your vehicle.

SECTION 2 – ACCIDENTAL DAMAGE

What is covered

- Damage to your vehicle caused in an accident or malicious damage.

(See *Special Conditions* on page 6)

What is not covered

- Wear, tear or depreciation.
- Mechanical, electrical, electronic or computer failure breakdown or breakage.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Compensation or expenses as a result of you not being able to use your vehicle or the cost of hiring alternative transport.
- Any reduction in the value of your vehicle following damage or repair.
- Any amount in excess of £400 in respect of any telephone, television, video, DVD, traffic information system, CB radio equipment or radio/cassette/CD player or other audio equipment permanently fitted to the vehicle.
- The cost of repair, replacement or improvement of any parts of your vehicle not actually damaged.
- The cost of repair or replacement of any non standard parts fitted to your vehicle, which have not been previously disclosed.
- Damage by frost unless the engine has been completely drained of all water or anti freeze has been added as recommended by the vehicle manufacturers.
- Damage to the vehicle due to the impounding or destruction by an authorised authority.
- Damage to your vehicle unless you take all reasonable precautions to safeguard it.
- Damage if your vehicle is not securely locked and the keys removed when it is left unoccupied.
- Damage to your vehicle if it is being used or driven outside the UK without our prior agreement.
- Damage to any tools or goods carried in or on your vehicle.
- Damage or loss arising from the vehicle being filled with the incorrect fuel.
- Loss of petrol or diesel fuel.

What you pay

- The amount shown in the schedule for damage to your vehicle. If more than one vehicle is covered by this insurance, any excess shown applies per vehicle, not per loss.
- The first £50.00 in respect of the replacement (nothing to pay if it is repaired) of windscreen or window glass provided this is carried out by Glassline at Lloyd's (see *the enclosed information sheet: Claims Procedure*).
- If your vehicle is damaged whilst it is being driven by or is in the charge of a young or inexperienced driver who is permitted to drive by your certificate of insurance the amount of the excess shown above which you have to pay will be increased by the following amounts:
 - i. If the driver is under 21 years of age: £500
 - ii. If the driver is aged 21- 24: £250
 - iii. If the driver is 25 or over and either holds a provisional licence or has not held a full UK licence for 12 months: £250

SECTION 3 – FIRE AND THEFT

What is covered

- Loss of or damage to your vehicle caused by:
 - i. Fire.
 - ii. Theft or any attempted theft provided you notify the police at once.

(See *Special Conditions* on page 6)

What is not covered

- Wear, tear or depreciation.
- Mechanical, electrical, electronic or computer failure breakdown or breakage.
- Loss of or Damage to your vehicle or any spare parts or accessories as a result of trickery or deception.
- Loss of the proceeds of the sale of your vehicle.
- Compensation or expenses as a result of you not being able to use your vehicle or the cost of hiring alternative transport.
- Any reduction in the value of your vehicle following damage or repair.
- Any amount in excess of £400 in respect of any telephone, television, video, DVD, traffic information system, CB radio equipment or radio/cassette/CD player or other audio equipment permanently fitted to the vehicle.
- The cost of repair, replacement or improvement of any parts of your vehicle not actually damaged.
- The cost of repair or replacement of any non standard parts fitted to your vehicle, which have not been previously disclosed.
- Loss of the vehicle due to the impounding or destruction by an authorised authority.
- Loss or damage caused by theft or attempted theft whilst your vehicle is unoccupied unless the doors and boot are locked, any window or sunroof shut and the keys removed.
- Loss or damage to your vehicle unless you take all reasonable precautions to safeguard it.
- Loss or damage to your vehicle if it is being used or driven outside the UK without our prior agreement.
- Loss or damage to any tools or goods carried in or on your vehicle.

What you pay

- The amount shown in the schedule for the loss or damage to your vehicle. If more than one vehicle is covered by this insurance, any excess shown applies per vehicle, not per loss.

SPECIAL CONDITIONS APPLYING TO SECTIONS 2 AND 3

Recovery

- If the vehicle cannot be driven because of damage covered by this insurance we will pay the reasonable cost of transporting it to the nearest competent repairer. We will not be responsible for any further damage caused by driving or attempting to drive the vehicle in a damaged or unroadworthy condition.

Repairs

- We will choose whether to repair or replace your vehicle or pay you an amount for the loss or damage.
- Underwriters reserve the right to use Thatcham approved or similar matched parts where appropriate.
- In the event of the total loss or destruction of the vehicle where the value on your policy schedule is:
 - i. Market Value - we will pay you the market value of the vehicle at the time of the incident up to but not more than the value shown on the schedule.
 - ii. Agreed Value - we will pay you the value shown on the schedule.
- We will not pay you more than the declared value of the vehicle.
- If we know you are still paying for your vehicle under a Hire Purchase or Leasing agreement and we choose to make a payment for the total loss or destruction of your vehicle we will make a payment to the finance company representing the amount outstanding.

Salvage

- In the event of a total loss of the vehicle all salvage will be retained by us to ensure correct disposal in accordance with the current regulations.

SECTION 4 – MEDICAL EXPENSES

- We will pay up to £250 for each person in your vehicle for medical treatment needed as a result of injury caused in an accident involving your vehicle.
- This section applies to Motor Cars only.

SECTION 5 – FOREIGN TRAVEL AND GEOGRAPHICAL LIMITS

What is covered

- Loss, damage or liability as shown in the schedule whilst your vehicle is being used within the United Kingdom or being transported by sea or rail including loading and unloading within the territorial limits of the United Kingdom.
- The minimum cover required to comply with the law in any EU country, Croatia, Liechtenstein or Switzerland.

What is not covered

- Any Loss or Damage to your vehicle whilst outside the UK.
- Any amount which we would have to pay because of the law of the country which is over and above that which would be paid in the UK. *We would seek to recover this additional amount from you.*

Additional cover

- Subject to prior notification and your agreement to pay an administration fee we will extend your policy cover as shown in the schedule to apply abroad in any EU country, Switzerland and Liechtenstein for a period not exceeding 17 days.
- A `Green Card` will be issued as evidence of this additional cover applying abroad.
- The cover will also apply while your vehicle is being transported to these countries by road, rail or ferry as long as the journey lasts less than 65 hours.
- This additional cover applies to Motor Cars only. Cover may be extended in respect of any Commercial Vehicle subject to prior notification to Underwriters and your agreement to pay an additional premium.

SECTION 6 – LEGAL DEFENCE

What is covered

- Legal representation for anyone driving your vehicle with your permission at any inquest or fatal injury inquiry or any Magistrates court hearing in the UK resulting from any accident likely to give rise to a claim under the policy.

What is not covered

- Any costs incurred without prior notification and consent.
- Any representation for defending a charge of Causing Death by Dangerous Driving or Manslaughter if the person driving your vehicle is under 21 years of age or was driving under the influence of drink or drugs.

SECTION 7 – PERSONAL EFFECTS

What is covered

- We will pay you (or at your request the owner) for loss or damage to personal effects whilst they are in or on your vehicle. The maximum amount payable for any one incident is £100.

What is not covered

- Money, stamps, tickets, documents or securities.
- Goods, tools or samples carried in connection with any trade or business.
- Personal belongings in an open top or convertible vehicle unless kept in a locked boot.
- Any property insured under any other policy.
- Any communication equipment.
- Damage caused by deterioration, wear or tear.
- This section applies to Motor Cars only.

GENERAL EXCLUSIONS

Use and Drivers

- We will not pay for any loss, damage or liability caused in the following circumstances:
 - i. While your vehicle is being used for a purpose not permitted on your Certificate of Insurance.
 - ii. While your vehicle is being used in any race, rally, competition, trial or similar motoring event.
 - iii. While your vehicle is being driven or used on any race, rally, test circuit or on any off road course or ground.
 - iv. While your vehicle is being driven by or is in the charge of any person, for the purpose of driving, who is not permitted to drive as shown on your Certificate of Insurance.
 - v. While your vehicle is being driven by or is in the charge of any person, for the purpose of driving, who is disqualified from driving or does not hold a driving licence.
 - vi. While your vehicle is being driven by or is in the charge of any person, for the purpose of driving, who holds a provisional or restricted driving licence and is not complying with the terms of the licence.
 - vii. While your vehicle is being driven by, or is in the charge, for the purpose of driving, of any person without your permission.
- However, we do cover use for overhaul, upkeep or repair by any member of the motor trade as long as they are permitted to drive as shown on the Certificate of Insurance.

Safety and Security

- We will not pay for any loss, damage or liability if:
 - i. Your vehicle is in an unsafe, damaged or unroadworthy condition.
 - ii. You do not have a valid MOT test certificate when the law says you must have one.
 - iii. Your vehicle is being driven with a load or a number of passengers, which is unsafe.
 - iv. Your vehicle is carrying an insecure load.
- We will not pay for any loss or damage to your vehicle unless you take all reasonable precautions to safeguard it.
- We will not pay for any loss or damage if your vehicle is not securely locked and the keys removed when it is unoccupied.

Other Contracts

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

War, Earthquakes, Riots, Terrorism

- We will not pay for any loss, damage or liability, which is directly or indirectly caused by war, invasion, hostilities, civil war, rebellion, revolution, insurrection or requisition, confiscation or nationalisation by any government or other authority.
- We will not pay for any loss, damage or liability directly or indirectly caused by earthquake.
- We will not pay for any loss, damage or liability directly or indirectly caused by riot or civil commotion occurring in Northern Ireland or anywhere else outside the United Kingdom.
- We will not pay for any loss, damage or liability directly or indirectly caused by terrorism. Terrorism is as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

Nuclear/Radioactive Contamination

- We will not pay for loss, damage or liability directly or indirectly caused by:
 - i. Ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste.
 - ii. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

Pollution

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

Airport Use

- We will not pay for any loss, damage or liability arising while any other vehicle covered by this insurance is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment areas or the Customs examination areas of international airports.

Sonic Bangs

- We will not pay for 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 you or any insured person is using your vehicle for any criminal activity.

GENERAL CONDITIONS

Other Insurance

- If any other insurance covers you for the same loss, damage or liability we will only pay a share of the claim.

Disclosure of Information

- The policy has been issued to you on the understanding that all the answers given on the acceptance declaration completed by you have not been misrepresented, either intentionally or unintentionally.
- Renewal of the insurance is invited on the same basis and if there has been any alteration in your circumstances you must tell us about any changes immediately.
- If the information provided to us is incorrect or not truthful we will not be liable to pay any claim and cover may be voided from inception/last renewal.

Your Responsibility

- You will only have the cover provided by this insurance if you and any other person insured has kept to all the terms and conditions in this document and any attached endorsements.
- It is a condition of the policy that you supply immediately details of the vehicles whose use is covered by the policy as required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

Cancellation

- We or our authorised agents may cancel this insurance 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 the unexpired portion of the premium to you. Not to return the current Certificate of Insurance when requested is an offence. You or your authorised agents may cancel this insurance at any time by returning the Certificate of Insurance to us. If there has not been any claim in the current period of insurance a refund will be made based on the annual premium in accordance with the following scale:

| PERIOD IN FORCE | REFUND |
|----------------------|------------------|
| Up to 1 month | 75% |
| Up to 2 months | 60% |
| Up to 3 months | 50% |
| Up to 4 months | 40% |
| Up to 5 months | 30% |
| Up to 6 months | 25% |
| Up to 7 months | 20% |
| Up to 8 months | 10% |
| Over 8 months | No Refund |

Claims

- You must tell us without delay about any event that could lead to a claim.
- You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form You must give us all the information and assistance we require to deal with the claim and you or the driver must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- We are entitled to take over, defend or settle any claim in the name of you or any person covered by this insurance and we are entitled to take legal action in your name or in the name of any person covered by this insurance to recover any payments we make.
- Should we refuse indemnity in respect of an accident due to any omission, misstatement or non-disclosure, but have a liability under the Road Traffic Act, then we reserve the right to settle such claims or judgments, without prejudice to our position under the policy, and thereafter seek reimbursement of all payments made.
- We will not pay for any loss, damage or liability if you or any person makes a claim that is fraudulent or exaggerated or makes a false statement or provides false documents to support a claim.
- All claims in respect of Damage to any Windscreen or Window Glass should be notified to our approved glass replacement service.

DISPUTES

If you have a problem concerning any aspect of your insurance, please contact:

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

KGM Motor Insurance has internal complaint guidance for customers that are available upon request.

In the event that you remain dissatisfied you can refer the matter to Policyholder & Market Assistance at Lloyd's. The contact details are:

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

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.



CLAIMS PROCEDURE

Should you be involved in an accident or wish to claim for damage to your vehicle caused by fire or theft, please telephone our Claims Assist Line on:

**0844 412 6412
and quote "KGM Fleet"**

If you have **Third Party Only** or **Third Party Fire and Theft** cover:

If the accident was not your fault, you should also contact your broker or agent.

If you have **Comprehensive Motor Car** cover:

We will arrange for repair of your vehicle with a VBRA or MVRA approved repairer who will guarantee all repairs for 3 years and also collect your car from and return it to either your home or work address.

We will supply a courtesy car, where available, while your car is being repaired, unless your vehicle is beyond economical repair.

We will valet the vehicle upon completion of the repairs.

Windscreen:

If you have suffered damage to your front/rear screens or side glass contact **Glassline at Lloyd's** on:
freephone 0800 716333

Please note:

- You must pay the first £50 for replacement screen or glass
- You will not have to pay anything if the glass or screen can be repaired
- If you do not have the repairs done by Glassline at Lloyd's or the damage is to a sunroof or roof glass you will be required to pay the amount shown in this policy and schedule as the excess.

If you have **Comprehensive Commercial Vehicle** cover:

We will arrange for repair of your vehicle with a VBRA or MVRA approved repairer who will guarantee all repairs for 3 years and also collect your vehicle from and return it to either your home or work address.

Windscreen:

If you have suffered damage to your front/rear screens or side glass contact **Glassline at Lloyd's** on:
freephone 0800 716333

Please note:

- You must pay the first £50 for replacement screen or glass
- You will not have to pay anything if the glass or screen can be repaired
- This benefit does not extend to a sunroof or other roof glass, or anything other than clear glass, except the vehicle manufacturer's tinted front screen.
- If you do not have the repairs done by Glassline at Lloyd's or the damage is to a sunroof or roof glass you will be required to pay the amount shown in this policy and schedule as the excess.

PLEASE BE READY WITH YOUR POLICY NUMBER WHEN CONTACTING THE ABOVE

You will need to produce your Certificate of Insurance to obtain Windscreen or Glass replacement via our approved supplier.