

Motor Fleet

Insurance Policy Document



MOTOR INSURANCE

Member of Canopus 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 or acceptance declaration form as signed by you in entering into this insurance contract.

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).



**Colin Hart – Active Underwriter
Syndicate 260**

Data Protection Notice

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

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

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

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

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

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel: 08456 30 60 60 or 01625 54 57 45

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

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.

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Definitions

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

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

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

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

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

Broker – a representative 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 this policy cover applies. You must read this document in accordance with your policy schedule.

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

Your vehicle – any motor vehicle which is stated on your current policy schedule.

Commercial vehicle – a motorised vehicle which is constructed or adapted to be used for the carriage of goods (excluding agricultural vehicles or plant) which is insured on this policy.

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.

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.

Principal – a person who employs you to act in their place or on their behalf.

Private car – a private, motorised passenger carrying vehicle with no more than seven passenger seats which is insured on this policy.

Pro-rata – where a calculation is made proportionately.

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

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

Summary of Cover

The table below shows the sections of this policy document 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 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 - Glass Cover	Yes	No	No
Section 4 - Personal Belongings	Yes	No	No
Section 5 - Replacement Locks	Yes	No	No
Section 6 - Medical Expenses	Yes	No	No
Section 7 - Foreign Use	Yes	Yes	Yes

The sections entitled ‘**General Exclusions**’ and ‘**General Conditions**’ within this document apply to the whole policy.

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

**Please note: any excess shown in your policy schedule will apply per vehicle, per loss.*

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:

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

The maximum amount we will pay under Section 1 in respect of property damage is £20,000,000 for any one claim or a number of claims arising out of the one incident if the damage is caused by a Private Car, or £5,000,000 if the damage is caused by any other type of vehicle. The maximum limit of indemnity reduces to £1,000,000 (or the minimum required under the current Road Traffic Act should this be greater) if an incident occurs whilst an insured vehicle is carrying hazardous goods.

1.2 Cross liability

If this policy is issued in the name of more than one party, the cover provided will apply as if separate policies have been issued to each of the parties jointly named. Our total liability in respect of all claims that arise shall not exceed the limits of indemnity as stated in Section 1.1 of this policy.

1.3 Indemnity to Principals

We will indemnify any principal of yours against liability at law arising from the use of your vehicle in connection with any contract entered into between you and such principal provided that:

- The principal is not entitled to indemnity under any other policy;
- We have the sole conduct of any claims that arise.

Please also refer to the exclusions shown on page 11.

1.4 Unlicensed drivers

We will indemnify an unlicensed driver when a licence to drive your vehicle is not required by law provided that they are driving with your permission and are of an age to hold a licence to drive such a vehicle.

1.5 Unauthorised movement of third party vehicles

We will insure you against the events shown in Section 1.1 if you or a driver you permit moves, without consent of the owner, any vehicle that is not your property which is causing an obstruction from gaining access to or from your business premises.

Section 1 - Liability to Others

1.6 Contingent liability

We will indemnify you against the events shown in Section 1.1 whilst any person you employ uses a vehicle in the course of your business that is not owned, hired, leased or rented by you and is not insured on this policy, provided that:

- i. You have taken all reasonable steps to secure alternative insurance cover that is valid for such use but have been unsuccessful in doing so;
- ii. The same liability is not covered by another policy.

1.7 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.

1.8 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.

1.9 Corporate manslaughter

We will indemnify any costs and expenses incurred in providing you with legal representation, as appointed by us, in the event of:

- i. Any act, omission or incident (or alleged act, omission or incident) leading to criminal proceedings as a result of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; or
- ii. An incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975.

We will only be liable for such costs and expenses that arise if such an act, omission or incident (or alleged act, omission or incident):

- i. Is the result of a matter subject to indemnity under this policy;
- ii. Has been committed during the current period of insurance and in the course of your business;
- iii. Has occurred within the territorial limits;
- iv. Is not subject to entitlement of similar indemnity under any other insurance policy.

Please also refer to the exclusions shown on page 11.

The maximum amount we will pay under Section 1.9 is £1,000,000 for any one claim or a number of claims arising out of the one incident and in any one period of insurance.

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 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;
- 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 as required by the current Road Traffic Act;
- 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.

Indemnity to Principals

We will **not** be liable to provide any indemnity under this section in respect of:

- Death, bodily injury, loss or damage that arises out of the negligence or other default of the principal or their agents;
- Any liability assumed by you under an agreement with a principal which would have not existed in absence of such an agreement.

Corporate Manslaughter

We will **not** be liable to provide any indemnity under this section in respect of:

- Fines or penalties of any kind;
- Proceedings consequent upon any bodily injury deliberately caused by you;
- Other persons, including any directors, associates or business partners, proprietors or your employees.

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 8 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 policy document 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 document;
- 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 2.8 and 2.9).

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 2.8 and 2.9).

Once you have accepted our offer, this vehicle will become our property and at this point you must surrender the current Certificate of Insurance to us along with any other documentation we may request before we pay you the agreed amount. Once your total loss claim has been settled, cover in respect of this vehicle will cease immediately and we will retain the full premium charged for it.

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.

Section 2 - Loss of or Damage to Your Vehicle

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 decide to 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 2.8 and 2.9). 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 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 Section 2.6 is £500 for any claim arising out of the one incident.

2.7 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 Section 2.7 is £500 for any claim arising out of the one incident.

2.8 Compulsory 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. Please note that the compulsory policy excess applicable will apply per vehicle, per loss.

2.9 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 and policy schedule), you must pay the first amount of any claim as shown below:

Drivers	Amount
• Under 21 years of age	£500
• Between 21 and 24 years of age	£250
• 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 which applies but does not apply when the damage is caused as a result of fire or theft.

Please note that these are minimum excess amounts, therefore a higher young or inexperienced driver excess may apply to your policy (please check your policy schedule for further details).

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 or driven without your permission by a spouse or civil partner, partner, boyfriend or girlfriend, member of the family or household of a permitted driver;
- Loss of or damage to your vehicle if it is involved in a theft or attempted theft and the incident has not been reported to the police 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. It has been left with any of the windows, sunroof or roof of a convertible vehicle open;
 - iv. If reasonable precautions have not been taken to protect it.
- Liability for any further damage which is caused by driving, or attempting to drive, your vehicle if damaged or in an un-roadworthy condition;
- Any reduction in the value of your vehicle following damage, whether repaired or not;
- The cost of repairing, replacing or improving any parts of your vehicle if they have not been damaged;
- The cost of repairing or replacing any non-standard parts fitted to your vehicle;
- Loss of or damage to your vehicle's accessories or spare parts;
- Damage to your vehicle caused by faulty workmanship;
- Damage to your vehicle's windscreen or window glass under this section of the policy;
- Loss of or damage to any portable audio, visual or communication devices including computer or gaming equipment, traffic information systems or CB radio equipment carried in or on your vehicle;
- Loss or damage to any tools or goods carried in or on your vehicle;
- Loss of or damage to any taxi metering or other related equipment;
- 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 Glassline, our approved supplier, for repair or replacement glass.
- If you do not use our approved supplier then cover is still unlimited but a higher compulsory excess will apply (see 'What you must pay').

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

What you must pay

- The compulsory **windscreen excess** amount (per claim) as shown in your policy schedule if the damaged glass is replaced by Glassline;
- The standard compulsory **policy excess** amount (per claim) as shown in your policy schedule if the damaged glass is replaced elsewhere.

There is no excess to pay if the damaged glass is repaired, not replaced.

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 - Personal Belongings

What is covered under this section

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

The maximum amount we will pay under Section 4 is £250 following any one incident.

What is not covered under this section

Loss of or damage to any of the following:

- Money, bank/credit cards, jewellery, stamps, tickets, documents and securities (such as share or bond certificates);
- Goods, tools or samples connected with any trade or business;
- Portable audio, visual or communication devices including computer or gaming equipment, traffic information systems or CB radio equipment carried in or on your vehicle;
- Personal belongings from an open-top or convertible vehicle, unless you keep them in a locked boot;
- Personal belongings if any of the doors are unlocked or if any of the windows are left open whilst your vehicle is left unattended;
- Any property where damage has been caused by deterioration or wear and tear, whether or not this has occurred following an incident involving your vehicle;
- Any property that is insured under another policy (such as a home contents policy).

Section 5 - 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 and boot 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 5 is £300 following any one incident.

Section 6 - Medical Expenses

What is covered under this section

If an accident occurs which is covered by this policy, we will pay up to maximum of £250 for each person in your vehicle for any medical treatment which is required following injury.

Section 7 - Foreign Use

What is covered under this section

7.1 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 Liberties arising from the use of motor vehicles (number 72/166/CEE).

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

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

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.

The cover provided under Section 7.1 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.

7.2 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 7.1 provided that all of the following applies:

- We receive prior notification of your intention to travel abroad;
- You agree to pay any additional premium that is required for the extension of cover whilst abroad;
- Your permanent residence is within the territorial limits;
- Your vehicle is taxed and registered within the territorial limits and is also normally kept within the territorial limits;
- Travel outside of the territorial limits is of a temporary nature and does not exceed 21 days in any one period of insurance.

7.2.1 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.

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 either in the “persons or classes of persons entitled to drive” section on your Certificate of Insurance or your policy schedule unless your vehicle has been stolen;
- v. By any person who does not hold a driving licence where required by law 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.

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 as defined by the current regulations of the Health and Safety Executive. Further information can be found on their website at www.hse.gov.uk.

General Exclusions

Airport Use

We will not pay for any loss, damage or liability arising whilst any 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 set out in this document and with any endorsements that are stated in your policy schedule;
- ii. All of the information provided on the proposal form 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 your responsibility under the requirements of the 4th EU Directive, to supply your Broker with full details of any vehicles that are in your custody or control, which are used for a purpose covered by this policy, as soon as such vehicles come into your possession (whether on a permanent or temporary basis) for entry on the Motor Insurance Database. We will only cover such vehicles subject to our agreement and your acceptance of any terms and/or additional premium that may apply. 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 except where we state otherwise in this policy.

Changes in circumstances

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

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

General Conditions

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

Please also note that if a change to your policy involves the deletion of a vehicle which has been involved in a claim during the current period of insurance (where we have been unable to recover our costs), then we will retain the full premium charged for the vehicle concerned.

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.kgminsurace.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 charged.

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.

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.kgminsurace.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 also note that as this is a Commercial policy, a cooling-off period is not provided therefore our standard cancellation terms will apply.

General Conditions

Please note that your Broker may also apply an administration fee against any refund due, therefore please check this with them. If any claims have been made in the current period of insurance then we will retain the full annual premium charged.

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@kgminsurance.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.
- 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 020 7892 7300.

Complaints

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

Complaints
KGM Motor Insurance
KGM House
14 Eastwood Close
London
E18 1RZ

Tel: 020 8530 7351

Fax: 020 8530 7037

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

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

Policyholder & Market Assistance
Lloyd's Market Services
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham, Kent
ME4 4RN

Tel: 01634 392000

Fax: 01634 830275

E-mail: complaints@lloyds.com

Lloyd's will normally deal with your complaint if you hold a Lloyd's policy and your business has an annual turnover of less than €2million Euros and fewer than 10 employees. For a group of companies this means a group annual turnover of less than €2million Euros.

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

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

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

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

Making a Claim

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

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

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

If you have Comprehensive PRIVATE CAR cover:

We will arrange for the repair of your vehicle with a VBRA or MVRA approved repairer and:

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

If you have Comprehensive COMMERCIAL VEHICLE cover:

We will arrange for the repair of your vehicle with a VBRA or MVRA approved repairer and:

- Collect and re-deliver your vehicle to and from your home or place of work.
- 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@kgminsurance.co.uk.

Making a glass claim (Comprehensive policyholders only)

If your vehicle has suffered glass damage, please contact Lloyd's Glassline on **0844 412 6412**. Please also note:

- You must pay the compulsory **windscreen excess** amount (per claim) as shown in your policy schedule, if the damaged glass is replaced by Glassline;
- If you do not use Lloyd's Glassline, the amount you must pay is the standard compulsory **policy excess** as shown in your policy schedule;
- There will be no excess to pay if the glass or screen can be repaired;
- Cover for sunroof or other roof glass is excluded.

Please note that you will need to produce your Certificate of Insurance and policy schedule to obtain Windscreen or Glass replacement via our approved supplier.

Motor Fleet

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

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

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