

Learner Driver

Policy Document



IMPORTANT NOTE

This policy only provides cover for you whilst you are learning to drive. This policy may cover other person(s) for purposes other than driving tuition (subject to the permitted use specified on the Certificate of Motor Insurance) provided they are specified as covered on the Certificate of Motor Insurance. Once you have passed your driving test, all cover stops and the policy must be cancelled. Further information can be found on the following page and later in this document.

Your Policy Documents

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.

To report a claim, call:



0344 381 4420



0344 381 4462



0344 381 4461

Lines are open 24/7 all year round

UK manned call centre

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not. You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

Reporting Fraudulent claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**. You can also report insurance fraud online at www.insurancefraudbureau.org/report



IMPORTANT INFORMATION REGARDING YOUR LEARNER DRIVER POLICY

THIS INFORMATION MUST BE READ CAREFULLY

- **This policy only provides cover for you whilst you are receiving driving tuition. This policy may cover other person(s) for purposes other than driving tuition (subject to the permitted use specified on the Certificate of Motor Insurance) provided they are specified as covered on the Certificate of Motor Insurance.**
- **If you pass your Driving Test before the expiry date of this policy, all policy cover stops from the point you pass your test (cover does not apply even to drive home or to any other location once you have passed your test).**
- **You must notify your Broker immediately when you pass your driving test for cancellation.**
- **If you fail to notify your Broker once you have passed your Driving Test, you are liable to be prosecuted for driving without insurance if you continue to drive without replacement insurance cover in force as this policy will not be valid.**
- **If you are not the registered owner and keeper of the insured vehicle, the owner and keeper must have their own valid insurance policy in force throughout the duration of this insurance, as this policy will not cover them.**
Details of cancelling your policy can be found later in this policy wording.

If you have any queries regarding your policy please contact your Broker.

Introduction

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

The policy is designed to provide cover only for you whilst learning to drive in a car which is owned by you, a friend or a member of your family. If you do not own the car you are learning to drive in, the owner and keeper must insure the car separately throughout the duration of this insurance as this policy will not cover them. **This policy may cover other person(s) for purposes other than driving tuition (subject to the permitted use specified on the Certificate of Motor Insurance) provided they are specified as covered on the Certificate of Motor Insurance.**

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

Contract of Insurance

Thank you for choosing to insure with KGM Motor. 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

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.kgminsurance.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, DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If you are involved in 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 The Motor Insurers Bureau (MIB). We may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when you make a claim, to validate your claims history or that of any person or property likely to be involved in the claim.

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

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NB: Please note that if you are NOT the registered owner and keeper of the vehicle insured on this policy then Sections 3, 4, 5, 6 and 7 DO NOT apply.

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 who is an appointed representative of Canopus Managing Agents Limited.

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

Broker – Adrian Flux Insurance Services or Herts Insurance Consultants (HIC).

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

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

The Insured Vehicle – any motor vehicle which is stated on your policy schedule and for which we have issued a Road Traffic Act Certificate of Insurance.

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

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

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

Garage – a permanent enclosed four-sided structure comprising of three brick, stone, steel or concrete built sides with a roof and a securable door entrance which is your private property (i.e. not a communal parking facility).

Definitions

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

Minimum cover – the minimum level of cover provided to satisfy 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.

Pro-rata – where a calculation is made proportionately.

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).

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

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

Summary of Cover

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

Section Description	Cover Applicable	
	Comprehensive	Third Party, Fire & Theft
Section 1 - Liability to Others	Yes	Yes
Section 2 - Loss of or Damage to Your Vehicle:		
A. Accidental Damage	Yes	No
B. Malicious Damage and Vandalism	Yes	No
C. Fire, Self-Ignition, Lightning or Explosion	Yes	Yes
D. Theft or Attempted Theft	Yes	Yes
Section 3 - Glass Cover	Yes	No
Section 4 - Personal Belongings	Yes	No
Section 5 - Replacement Locks	Yes	No
Section 6 - Medical Expenses	Yes	No
Section 7 - Personal Accident	Yes	No
Section 8 - Permitted Drivers and Use of the Insured Vehicle	Yes	Yes
Section 9 - After Completing your DSA Practical Driving Test	Yes	Yes

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

NB: Please note that if you are NOT the registered owner and keeper of the vehicle insured on this policy then Sections 3, 4, 5, 6 and 7 DO NOT apply.

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

Section 1 – Liability to Others

What is covered under this section

1.1 Driving the insured vehicle

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

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

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

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

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

1.2 Legal personal representatives

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

1.3 Legal defence costs

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

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

What is not covered under this section

- Death of or injury to the person driving the insured vehicle or in charge of the insured vehicle for the purpose of driving;
- Loss of or damage to the insured vehicle or any other vehicle that is in your care, custody or control including any trailer, caravan or broken-down vehicle;
- Loss of or damage to property owned by you or any other person insured by this policy;
- Any liability arising from using or driving other vehicles that are not specified as covered under this policy.

Section 2 – Loss of or Damage to the Insured Vehicle

What is covered under this section

We will cover the insured 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 11 for details of which events your cover includes.

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

If the insured vehicle has been stolen, or damaged by attempted theft whilst in your charge, 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 the insured vehicle as a direct result of an event shown above provided that all of the following applies:

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

As an alternative to repairing the insured vehicle, we may deem it appropriate to either replace the insured 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 2.9).

2.2 Total loss

We will normally declare the vehicle a total loss:

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

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

Once you have accepted our offer, the insured 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 the Insured Vehicle

2.3 Vehicle service/repair

We will provide the same level of cover that your policy has under Section 2 whilst the insured vehicle is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired, provided that you are the registered owner and keeper of the insured vehicle.

2.4 Vehicle recovery

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

2.5 Ownership of the vehicle

If the insured vehicle is owned by someone else or 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 owner of the vehicle.

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

2.6 New vehicle replacement

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

2.7 Audio equipment

We will pay towards the cost of replacing the audio equipment in the insured vehicle with equipment of a similar specification following an incident covered by Section 2 provided that you are the registered owner and keeper of the insured vehicle, that the audio equipment is damaged, and it was permanently fitted to the insured vehicle by the insured vehicle's manufacturer.

The maximum amount we will pay under Section 2.7 is 10% of the insured vehicle's market value up to a maximum of £500 for any claim arising out of the one incident.

2.8 Satellite Navigation equipment

We will pay towards the cost of replacing the Satellite Navigation equipment in the insured vehicle with equipment of a similar specification following an incident covered by Section 2 provided that you are the registered owner and keeper of the insured vehicle, that the Satellite Navigation equipment is damaged, and it was permanently fitted to the insured vehicle by the insured vehicle's manufacturer.

The maximum amount we will pay under Section 2.8 is £500 for any claim arising out of the one incident.

Section 2 – Loss of or Damage to the Insured Vehicle

2.9 Compulsory excess

If a claim is made under Section 2 of this policy, 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 £250 towards each claim.

What is not covered under this section

- The policy excess which applies under this section of the policy;
- Wear, tear and depreciation of the insured vehicle;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of the insured vehicle caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Damage to the insured 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 the insured vehicle unless you have taken all reasonable precautions as recommended by the vehicle manufacturer;
- Loss of or damage to the insured vehicle caused as a result of its legal impounding or destruction by order of any government or public authority;
- Loss of or damage to the insured vehicle caused by a deliberate act by you or any other person insured on this policy;
- Loss of or damage to the insured vehicle if it is taken, used 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 the insured 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 the insured vehicle by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by accepting a form of payment which a bank or building society will not authorise;
- Loss of or damage to the insured 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 insured vehicle;
 - iii. If the keys of the insured 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;
 - v. If reasonable precautions have not been taken to protect it.
- Liability for any further damage which is caused by driving, or attempting to drive, the insured vehicle if damaged or in an un-roadworthy condition;
- Any reduction in the value of the insured vehicle following damage, whether repaired or not;
- The cost of repairing, replacing or improving any parts of the insured vehicle if they have not been damaged;
- The cost of repairing or replacing any non-standard parts fitted to the insured vehicle;
- The cost of replacing locks or keys if the keys to the insured vehicle are lost or stolen;
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in the insured vehicle;
- Compensation for any costs incurred as a result of not being able to use the insured vehicle following loss or damage;
- Loss of or damage to the insured vehicle outside of the territorial limits;
- Costs which exceed the market value of the insured vehicle or the value declared on your policy schedule if the market value is more.

Section 3 – Glass Cover

Please note: This section DOES NOT apply if you are NOT the registered owner and keeper of the vehicle insured on this policy.

What is covered under this section

We will pay for the replacement or repair of:

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

What we will pay

Cover is limited to a maximum of £1,000 including VAT for any one claim (before taking into account any compulsory excess you must pay). A total limit of £1,000 applies for all claims made in any one period of insurance.

If you need to report a glass claim please call **0333 555 5909**.

What you must pay

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

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

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 the insured vehicle;
- Repair or replacement of lights and reflectors.

Section 4 – Personal Belongings

Please note: This section DOES NOT apply if you are NOT the registered owner and keeper of the vehicle insured on this policy.

What is covered under this section

We will pay for loss of or damage to your personal belongings whilst they are in or on the insured 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 £100 following any one incident.

What is not covered under this section

Loss of or damage to any of the following:

- Money, bank/credit cards, jewellery, stamps, tickets, documents and securities (such as share or bond certificates);
- Goods, tools and samples connected with any trade or business;
- Any equipment used for communication purposes (including mobile telephones and Satellite Navigation equipment);
- Personal belongings from an open-top or convertible vehicle, unless you keep them in a locked boot;
- Personal belongings if any of the doors are unlocked or if any of the windows are left open whilst the insured 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 the insured vehicle;
- Any property that is insured under another policy (such as a home contents policy).

Section 5 – Replacement Locks

Please note: This section DOES NOT apply if you are NOT the registered owner and keeper of the vehicle insured on this policy.

What is covered under this section

If your keys and/or lock transmitter of the insured 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 the insured 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

Please note: This section DOES NOT apply if you are NOT the registered owner and keeper of the vehicle insured on this policy.

What is covered under this section

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

Section 7 – Personal Accident

Please note: This section DOES NOT apply if you are NOT the registered owner and keeper of the vehicle insured on this policy.

What is covered under this section

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

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

The maximum amount we will pay under Section 7 is £2,000 in any one period of insurance and the death or injury must have occurred as a direct result of an accident covered by this policy. Payments under this section will be made to you, or to your legal personal representative in the event of your death.

What is not covered under this section

Any liability for death of or injury to persons:

- When this policy is in the name of a company;
- Over 65 years of age at the time of the accident;
- Resulting from deliberate action (including any attempt to commit suicide);
- When the driver is found to be over the prescribed limit for alcohol;
- When the driver is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- When the driver fails to provide a sample of breath, blood or urine when required to do so, without lawful reason;
- Where the accident has occurred outside of the territorial limits;
- Where a claim can be made under another section of this policy.

Section 8 – Permitted Drivers and Use of the Insured Vehicle

The following driving limitations apply to this policy:

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

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

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

Cover is provided for Social Domestic & Pleasure purposes only. No cover is provided for commuting to and from a place of employment or education, nor any form of business use.

This policy may cover other person(s) for purposes other than driving tuition (subject to the permitted use specified on the Certificate of Motor Insurance) provided they are specified as covered on the Certificate of Motor Insurance.

Section 9 – After Completing Your DSA Practical Driving Test

If you pass your Driving Test before the expiry date of this policy, all cover under this policy will cease immediately (you are not covered to drive the vehicle home or to any other location).

If you pass your Driving Test and fail to notify us, you are liable to be prosecuted for driving without insurance if you continue to drive without having replacement insurance cover in force as this policy will not be valid.

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 the insured vehicle is being used, driven or in the charge of for that purpose:

- i. For a use 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 the vehicle has been stolen;
- vi. By a person who does not hold a valid UK driving licence, is disqualified from driving or is not complying with any terms or conditions that apply to their licence;
- vii. With a load or a number of passengers which is unsafe;
- viii. When carrying a load which is not secure;
- ix. 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 be liable 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.

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.

General Exclusions

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 the insured vehicle is in:

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

Sonic Bangs

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

Criminal Acts

We will not pay for any loss, damage or liability caused while the insured 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 any other person(s) insured by this policy keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;
- ii. All of the information provided on the proposal form or statement of fact declaration and any information provided since is complete and correct 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.

Safety and security of the insured vehicle

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

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

Other Insurance

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

Changes in circumstances

You must tell us as soon as possible about any changes to the information you provided at the time you took out this policy or during the policy cover. Examples of such changes include but are not limited to:

- Changing or selling the insured vehicle;
- Changing the insured vehicle's registration number;
- Modifying the insured vehicle from the manufacturer's original specification;
- Changing the purpose that the insured 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 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 the insured 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.

General Conditions

Administration fee

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

Cancellation of your policy 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, we may cancel your policy without any notice.

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 annual 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

General Conditions

Cancellation of your policy by you

Cancelling before passing your test

You may cancel this policy at any time by contacting your broker. If a claim has not been made in the current period of insurance, we will provide a refund based on the premium paid in the current period of insurance and in accordance with the following scale:

Policy Length	Period of Cover	Refund
1 or 2 months	N/A	No refund
3 months	Period not exceeding 1 month	50%
	Over 1 month	No refund
4 or 5 months	Period not exceeding 1 month	50%
	Period not exceeding 2 months	25%
	Over 2 months	No refund
6 months	Period not exceeding 1 month	50%
	Period not exceeding 2 months	25%
	Period not exceeding 3 months	10%
	Over 3 months	No refund
12 months	Period not exceeding 1 month	75%
	Period not exceeding 2 months	60%
	Period not exceeding 3 months	50%
	Period not exceeding 4 months	40%
	Period not exceeding 5 months	30%
	Period not exceeding 6 months	25%
	Period not exceeding 7 months	20%
	Period not exceeding 8 months	10%
	Over 8 months	No refund

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

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

Cancelling after passing your test

If you pass your Driving Test before the expiry date of this policy, all policy cover stops from the point you pass your test. You must notify your Broker as soon as you pass your driving test. We will refund you the unexpired portion of the annual premium provided a claim has not been made in the current period of insurance subject to an administration fee of £25 excluding Insurance Premium Tax (please note that your Broker may also apply an administration fee). If a claim has been made in the current period of insurance then we will retain the full premium.

Please be aware that if you fail to notify us once you have passed your Driving Test, you are liable to be prosecuted for driving without insurance if you continue to drive without replacement insurance cover in force as this policy will not be valid.

General Conditions

Cooling-off period - your right of cancellation

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

If you wish to cancel this policy, please contact your Broker advising of your wish to cancel within this 14 day period. Provided a claim has not been made, a pro-rata charge will be made for the period of cover we have provided plus an administration fee of £25 excluding Insurance Premium Tax (please note that your Broker may also apply an administration fee).

General Conditions

Claims handling

- i. You must tell us without delay about any event that could lead to a claim.
- ii. You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form.
- iii. You must give us all the information and assistance we require to deal with the claim and you or the person driving must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- iv. You must fully co-operate with any third party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to you upon request to claims.kgm@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.

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:

The 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 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.

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**

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.

