

Learner Driver

Policy Document



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

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.

