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Private Car

**Telematics insurance
policy wording**

Claims Service

If there are any circumstances which mean you require additional support or assistance, please contact us to make us aware so we can ensure you have the customer journey we aspire to deliver.

If **you** are involved in an accident irrespective of blame, please always contact **us** immediately to enable **us** to provide **you** with the best possible service at a time when **we** know **you** will require as much support and assistance as possible.

Claims Helpline on 0333 188 6581

Open 24 hours a day, 365 days a year.

Alternatively, if **you** would like to submit or discuss **your** claim via email or post, please do so via the following addresses:

St James House
Eastern Road
Romford
RM1 3NH

claims@kgmus.co.uk

Our objective is to help minimise inconvenience and stress to **you** by organising a quick and efficient repair of **your car**, whilst effectively managing any other claim covered by this Policy.

The more assistance and co-operation **you** can provide, the easier it will be for **us** to provide **you** with the help **you** need.

The Law

If **you** have an accident which involves an injury to any person or certain animals, another vehicle or damage to property, **you** must stop. If **you** own the vehicle, **you** must give **your** name, address and insurance details to anyone who has a good reason to ask. If **you** do not own the vehicle, **you** must also provide the owner's name and address.

If there is an injury and **you** do not give **your** details at the scene, **you** must report the incident to the police within 24 hours.

At the Scene

Turn on **your** hazard lights and set up a warning triangle. Make sure **you** are as visible as possible.

It is important that **you** obtain the following information or material:

- Location and time of accident.
- Details of all vehicles involved and registration numbers.
- The names, addresses and telephone numbers (preferably mobile phone) of the other driver(s) and any witnesses.
- The number of passengers in each vehicle.
- The insurance details of the other driver(s).

Please take notes and supply **us** with details of the following as a result of the accident:

- Any known injuries sustained.
- Property damaged and extent of damage.
- If a Police Officer attends the incident record their name, number and police force.

If possible, **you** should:

- Take mobile phone photos of the scene and damage to vehicles.
- Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident.

Do not admit that you were to blame. Do not sign anything at the scene.

Phone the Claims Helpline whilst at the scene if this is possible.

Reporting the Accident

Report the accident immediately to our Claims Helpline

Claims Helpline on 0333 188 6581

and provide **us** with all the information **you** obtained at the scene. Alternatively, if **you** would like to submit or discuss **your** claim via email or post, please do so via the following addresses:

St James House
Eastern Road
Romford
RM1 3NH

claims@kgmus.co.uk

Approved Repairers

If the damage to the **car** is covered and can be repaired, **we** will arrange for one of **our** approved repairers to contact **you** and:

They will collect the **car** free of charge.

If the **car** is not drivable, **we** may move the **car** to a safe place while it is waiting to be repaired or disposed of. **You** should remove all **personal belongings**.

After the repair the **car** will be returned to **you** having been cleaned inside and out.

All work carried out by **our** approved repairers is guaranteed for 5 years providing **you** remain the owner of the **car**.

If **you** do not wish to use **our** approved repairer an additional excess of £250 will apply.

Glass only claims.

Contact the **Claims Helpline on 0333 188 6581**. Also refer to Section 4 of this Policy.

Contents

Claims Service.....	2
The Law.....	3
At the Scene	3
Reporting the Accident.....	4
Approved Repairers	4
Contents	5
Contract of Insurance	6
Information You Have Provided	7
Definitions.....	8
Section 1 Accidental Damage.....	10
Section 2 Fire & Theft.....	11
How we will settle claims under Sections 1 and 2	12
Replacement Car.....	12
Section 3 Liability to Others	13
Section 4 Glass.....	14
Section 5 Audio and Communication Equipment.....	15
Section 6 Onward Travel or Overnight Accommodation	16
Section 7 Personal Accident.....	16
Section 8 Uninsured Driver's Promise.....	17
Section 9 Medical Expenses	17
Section 10 Car Sharing.....	17
Section 11 Voluntary Use.....	18
Section 12 Foreign Use	18
Section 13 No Claims Discount	19
General Exclusions	20
General Conditions	23
Telematics General Conditions.....	27
Data Protection Statement	30
Complaints	33
Driving Abroad	35

Contract of Insurance

Private Car Telematics Insurance Policy

Thank you for choosing to insure with KGM Underwriting. 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 recommend that **you** keep a record of all information (including copies of letters) sent to **us** or to **your insurance intermediary** when taking out this insurance.

In order to understand the extent of **your** cover, please read this Policy together with the **schedule** and the **certificate of motor insurance**. If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect, **you** should notify **your insurance intermediary**.

This Telematics Motor Insurance Policy is intended to help **you** become a safer driver by giving **you** feedback on **your** driving style and if **you** are involved in an accident, **we** can use **your** driving data to protect **you** against fraudulent claims.

The **telematics device** collects information about **your car's** mileage and how **your car** is being driven, this will calculate a **driving score** which is displayed in the **app**. In addition to **your** mileage and behaviour, **we** also consider when and where **you** drive when determining the premium **you** are asked to pay at each renewal. Poor driving behaviour, in particular persistent or **extreme speeding**, may result in **us** cancelling **your** policy at any time.

You will be able to see **your** driving data in the **app** after **you** have downloaded it to **your** smartphone and paired it to **your telematics device**, **your insurance intermediary** will be able to assist in providing this information to **you**.

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 **your** premium. This insurance applies within the **territorial limits** unless **we** specify otherwise.

Underwritten by Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details about the extent of Zurich Insurance Company Ltd.'s regulation by the Prudential Regulation Authority are available from them on request. Zurich Insurance Company Ltd.'s firm reference number is 959113.

This contract is governed, in relation to each vehicle insured under this contract, by the law of the place within the Territorial Limits where **you** reside or if there is any disagreement about which law applies, the law of the place where **your** vehicle is registered. **You** agree to submit to the exclusive jurisdiction of the courts in that place.

This contract is written in English and all communications about it will be conducted in English.



Neil Manvell
Head of Motor
KGM

Information You Have Provided

In deciding to provide the insurance under this Policy and setting the terms of it, **we** have relied on the information **you** have given **us**. The information **you** give **us** in relation to the insurance under this Policy must be accurate and complete.

You must tell **your insurance intermediary** as soon as possible if **you** become aware that information **you** have given is inaccurate or incomplete.

If the information **you** have provided is inaccurate or incomplete, **we** may:

- amend the terms of the Policy.
- reduce the amount **we** pay on a claim in proportion to any premium advantage gained by inaccurate or incomplete information.

If **we** establish that **you** deliberately, recklessly or carelessly provided false or misleading information **we** may:

- reduce the amount **we** pay **you** in the event of a claim, or
- cancel **your** Policy immediately or
- treat as if this insurance never existed, which means no claims will be paid and **we** may not return the premium.

If this happens, **we** will advise **your insurance intermediary** or **you** (in writing to **your** last known address or email address).

We also reserve the right to cancel any other Policy **you** have with **us** or any **you** take in the future.

Keeping your policy up to date

It is important that **you** keep **your** Policy up to date, particularly in respect of a change to any driver's licence.

If **you** or any named driver passes their driving test and moves from a provisional to a full driving licence, please tell **your insurance intermediary** immediately.

If **you** do not tell **us** about these or any other changes, **your** insurance may be invalidated in part or in full.

Your right to cancel

This Policy may not be suitable for all customers', so **you** have 14 days to decide if this Policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the Policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you** and an administration charge of £25.00 is applied. Refer to the General Conditions of the Policy for more information on cancellations.

Definitions

Certain words and phrases used in this document are shown in **bold** throughout the Policy and these have particular meanings which are shown below.

Accessories – Parts or products specifically designed to be fitted to the **car**, including the manufacturer's standard tool kit and the **car's** safety equipment.

App – This is the **app** downloaded to **your** smartphone that displays **your** driving data.

Automated Vehicle – A vehicle legally allowed to drive itself in the United Kingdom as defined by the Automated and Electric Vehicle Act 2018.

Autonomous Mode – A mode which allows the vehicle to drive itself legally, as allowed under the Automated and Electric Vehicles Act 2018.

Car – Any motor vehicle which **we** have issued a **certificate of motor insurance**. This includes **accessories** and spare parts which are fitted to the **car**.

Certificate of Motor Insurance – Evidence that **you** have the minimum motor insurance required by law to drive the **car**. It shows who may drive the **car**, what the **car** can be used for and whether **you** are allowed to drive other cars.

Driving Score – This is the score **we** give based on **your** driving data visible to **you** in the **app**.

Endorsement – A clause which alters the insurance cover and will be shown on **your schedule**.

Excess/Excesses – The amount **you** must pay towards any claim and shown on **your schedule** or Policy section.

Extreme Speeding – Where the insured **car** is driven at speeds deemed unacceptable or dangerous, as stated within the separate telematics terms and conditions supplied to **you** by **your insurance intermediary**

Insurance Intermediary – The insurance broker, agent or adviser who acting on **your** behalf has placed this insurance with **us**.

KGM – trading name of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593.

Market Value – The cost of replacing the **car** with one of the same make, model, specification and condition at the time of loss as assessed by **us**. **We** use guides which refer to vehicle values, engineers and other relevant sources to assess the **market value**, including the value declared by **you**.

Period of Insurance – The period of time covered by this insurance as shown in the **schedule** and/or the **certificate of motor insurance**.

Personal Belongings – Property which is worn or used in everyday life and which belongs to **you** whilst in the insured **car**.

Proposal Form/Statement of Fact – A form that shows the information provided by **you** and declared as accurate for the purposes of entering into an insurance contract with **us**.

Road Traffic Acts – The laws which include details of the minimum motor insurance cover needed in the United Kingdom.

Schedule – Confirms details of **you**, the insurance cover provided, the **car** and **excesses** that apply. The **schedule** forms part of the contract of insurance and must be read together with the Policy.

Telematics Device – The **telematics device** supplied and fitted to the insured **car**. This device collects and transmits data on the mileage driven, driving style and location along with the time and impact speed if **your car** is involved in an accident.

Territorial Limits – United Kingdom (Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and transit between any of these countries.)

Terrorism – **Terrorism** as defined in the Terrorism Act 2000 or any subsequent acts.

Theft – Any **theft** or attempted **theft** that **you** have reported to the police.

We, Our, Us – KGM is a trading name of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593, registered in England and Wales, Companies House Registration Number 4160680, with its registered office at: One Creechurch Place, London EC3A 5AF.

You/Your/The Insured/Policyholder – The person named in the **schedule** and **certificate of motor insurance** as the policyholder or the Insured.

Your Partner – The husband or wife, or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

Section 1 Accidental Damage

What is covered

We will cover **you** under this section for accidental and malicious damage to the **car** including **accessories** and spare parts which are kept in or on the **car**. **We** will also cover **personal belongings** if they are damaged as a result of an accident.

This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

Section 2 Fire and Theft

What is covered

We will cover **you** under this section for loss of or damage to the **car** caused by fire, lightning or explosion, **theft** or attempted **theft** including **accessories** and spare parts which are kept in or on the **car**.

If the keys to the **car** or lock transmitter are lost or stolen, **we** will pay up to a maximum £500 towards the cost of replacing the door locks and/or boot lock, ignition/steering lock, the lock transmitter and central locking interface, provided the location of the **car** is known to the person(s) in possession of the keys or transmitter.

We will also cover up to £200 **personal belongings** in the **car** if they are lost or damaged by fire or **theft**.

This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

Child Car Seat

If **you** have a child car seat fitted to **your car** and **your car** is involved in an incident where a claim is being made under Sections 1 or 2 of this Policy, **we** will cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage.

What is not covered under Sections 1 and 2

We will not cover:

- The amount of **excess** shown within the **schedule** or as an **endorsement** within the **schedule**.
- Loss or damage to the **car** if it is left unattended and the ignition key or any similar device is left in or on the **car**.
- **Theft** of property from the **car** if it is left unattended and all doors, windows and other openings have not been closed and/or locked.
- Loss or damage as a result of a theft or attempted theft to the **car** if it does not have an active tracking and/or immobilising device when left unattended and **your schedule** confirms a tracking and/or immobilising device is required.
- Loss or damage to the **car** if all doors, windows and other openings have not been closed and locked and where a tracking and/or immobilising device is a condition of cover that such security devices are not set.
- Damage to the **car** caused by **your** installation of the **telematics device**.
- Loss of or damage to the **car** if any person named on the **certificate of motor insurance** is driving under the influence of drink or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Loss of or damage to the **car** caused by a member of **your** family or household or a permitted driver or persons known to **you** taking the **car** without **your** permission.
- Loss or Damage caused by misfuelling.
- Wear and tear, depreciation, mechanical, electrical, electronic and computer failures, breakdowns or any loss or damage which happens gradually.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage to the **car's** cooling system caused by freezing liquid.
- Loss of value of the **car** as a result of a repair to it.
- Loss of or damage to the contents of the **car** including but not limited to telephones, two-way radio transmitters or receivers, removable satellite navigation system or money.
- Any amount over the manufacturer's latest list price for any part or accessory.
- Any repair or replacement part which improves the **car**.
- Loss of or damage to the **car** resulting from fraud or deception.
- Loss of use of the **car** or any costs incurred which are not directly associated with the incident that caused **you** to claim.
- Loss of or damage to the **car** if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- **Theft** of or attempted **theft** of the **car** unless reported to the police.
- Loss of or damage to the **car** caused deliberately by **you** or by any person driving it with **your** permission.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

How claims are dealt with under Sections 1 and 2

We will at **our** option choose to repair or replace the **car** or settle **your** claim for the amount of the loss or damage. The most **we** will pay is no more than the **market value** of the **car** at the time of loss, less the **excess** shown on **your schedule** and less the **excess** as shown below for young or inexperienced drivers:

- £175 of any claim if the driver in charge of the **car** at the time of the loss or damage is 22 or under; or
- £125 of any claim if the driver in charge of the **car** at the time of the loss or damage is aged 23 and 24; or
- £75 of any claim if the driver in charge of the **car** at the time of the loss or damage is aged between 25 and 29.

In addition to the excesses described above, an additional £225 excess applies to any person that has held a Full UK driving license for less than 24 months.

If **you** do not wish to use **our** approved repairer an additional excess of £250 will apply.

If the **car** is damaged and such damage is covered by this Policy, **we** will pay the reasonable cost of protecting it and removing it to the nearest approved repairer and returning it to **you** after repairs have been carried out.

When carrying out repairs **our** approved repairers may fit parts made by other manufacturers they | recommend for which they or the manufacturer offer a warranty, including recycled parts of similar type and quality to those being replaced.

Following any payment for a total loss settlement to **you** the **car** will become **our** property. If the **car** is under a hire purchase or leasing agreement, **we** will make the payment for the total loss to the hire-purchase or leasing company as appropriate. If there is still an amount owing to the finance or leasing company after **we** have settled **your** claim, **you** are responsible for this amount.

If **we** deem the **car** to be a total loss following a claim, **we** will not refund any premium if the Policy is cancelled. If **you** pay in instalments **your** full annual premium remains payable, and **we** may deduct outstanding premium from any total loss settlement.

Replacement Car

If **you** are the first registered owner of the insured **car** and it is less than 12 months old:

- if it is stolen and not recovered within 30 days or
- damaged and the cost involved in the repair exceeds 50% of the manufacturers list price (including **car** tax and VAT) at the time of loss or damage

we will replace the **car** with a new car of the same make, model and specification, provided that one is available. Cars sold as 'ex-demonstrators' and 'nearly new' do not qualify for replacement under this section.

This is subject to:

- The **car** being registered to **you**, **your** spouse or civil **partner** or being purchased under a hire purchase agreement (excluding cars which are the subject of a contract hire or leasing agreement).
- **We** have agreement of any interested hire purchase company.
- **You**, **your** spouse, **Parent** or civil **partner** are the first registered owners.
- The recorded mileage does not exceed 15,000 miles at the time of the incident.
- The replacement car is available in the United Kingdom within 6 weeks from the time of the loss.

Section 3 Liability to Others

What is covered

This Policy covers **you** for **your** legal liabilities for the death of or injury to any person or damage to their property as a result of:

- **You**, driving the insured **car** or any other vehicle **your certificate of motor insurance** shows **you** are covered to drive. This includes towing any trailer, caravan or broken-down vehicle. This towing must be allowed by law and the trailer, caravan or broken-down vehicle that is being towed must be properly attached to the **car**.
- An employer of anyone **you** allow to drive the **car** if their driving and business use on behalf of that employer is covered by the **certificate of motor insurance**. This does not apply if the **car** is owned, leased, or hired to the employer or business partner or if the insured is a corporate body or firm.
- Any person driving the **car** with **your** permission provided **your certificate of motor insurance** shows he or she is allowed to drive the **car**.

We will also provide the same cover to:

- Any passenger travelling in, getting into or out of the **car**.

In the event of an accident involving a **car** covered by this Policy **we** will also pay at **our** discretion reasonable legal costs and expenses **we** have previously agreed in writing relating to:

- Solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- The defence of a charge of manslaughter or causing death by reckless or dangerous driving providing they relate to a claim resulting from an accident covered by this section.
- Any other legal costs incurred with any accident which may involve legal liability under this insurance.

Unless **we** agree otherwise in writing, **we** will not pay representation for the following:

- A plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- Appeals.
- Any representation arranged by **you** without **our** consent.
- Any actions outside the **Territorial Limits**.

We may, at any time, stop paying such legal costs and expenses.

If anyone insured by this section dies, **we** will extend the cover to which they would have been entitled to their personal representatives.

What is not covered under Section 3

We will not cover:

- Liability for death or injury to any employee of the person insured arising during the course of their employment except where liability is required to be covered by the **Road Traffic Acts**.
- Loss of or damage to property of any person claiming cover under this section.
- Any amount over £20,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- Any amount over £5,000,000 for legal fees and expenses for any one claim or series of claims from one event in respect of damage to property.
- Loss, damage or injury which result from any deliberate act or omission by **you** or any person driving the insured **car** with **your** permission.
- Death or injury to the driver or the person in charge of the **car** if the death or injury occurred as a result of that person having driven the **car**.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place, or except as required by the **Road Traffic Acts**.
- Any other legal costs incurred with any accident which may involve **your** legal liabilities under this insurance.
- Any claim if any person insured under this Policy can claim under another Policy.
- Loss, damage or injury which results from a trailer, caravan or broken-down vehicle that is being towed that is not properly attached to the **car** or if the **car's** maximum towing weight limit as set by the **car's** manufacturer is exceeded.

Emergency Treatment

We will pay for emergency treatment charges as set out in the **Road Traffic Acts** resulting from an accident involving any vehicle covered by this Policy. If this is the only payment, then **your** No Claims Discount will not be affected.

Section 4 Glass

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

What is covered

We will pay for the replacement or repair of:

- The windscreen of your vehicle following accidental damage, vandalism, theft or attempted theft:
- The side and rear windows of your vehicle following accidental damage, vandalism, theft or attempted theft.
- The repairer may use parts (including recycled parts) that are not supplied by the manufacturer but are similar to the quality parts that are being replaced

What we will pay:

- Cover is unlimited if you use our approved glass supplier for repair or replacement glass.
- If you do not use our approved glass supplier for repair or replacement glass the maximum we will pay is £100

What you must pay:

- A standard compulsory windscreen excess applies per claim, the amount of which is shown on your policy schedule
- If you do not use our approved glass supplier, you will have to pay the your chosen provider direct any amount over £100 after your excess has been deducted
- There is no excess to pay if it is repaired, not replaced.
- Claims under section 4 only, do not affect your no claims bonus

What is not covered under Section 4

We will not cover:

- The policy excess which applies under this section
- Repair or replacement of the sunroof and/or glass roof panels of your vehicle:
- Repair or replacements of lights and reflectors.

Section 5 Audio and/or Communication Equipment

What is covered

We will cover **your** permanently fitted audio and/or communication equipment against loss or damage. This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each **claim you** make.

What is not covered under Section 5

We will not pay:

- More than £1000 for permanently fitted audio and/or communication equipment unless it is standard equipment for the **car** when built.
- More than £1000 for loss or damage to permanently fitted navigation equipment unless it is standard equipment for the **car** when built.
- Loss of or damage to removable audio, electrical or communication equipment.

Section 6 Onward Travel or Overnight Accommodation

If **you** vehicle cannot be driven after an insured incident, **we** will reimburse **you** for expenses incurred:

- up to £50 per person for **you** and **your** passengers, up to a maximum of £150, to travel home or to **your** original destination; or
- if **you** are more than 25 miles away from **your** home address, up to a maximum of £50 per person for **you** and **your** passengers for overnight accommodation.

Receipts will be required to validate **your** claim. Overnight accommodation will only be covered if it is within 24 hours of the incident within the **Territorial Limits**.

Section 7 Personal Accident

What is covered

If **you** or **your partner** suffer accidental bodily injury in direct connection with the **car**, or suffer one of the following injuries or die within 3 months of an accident while getting into, travelling in or getting out of the **car** **we** will pay:

- £7500 for death.
- £7500 for total and permanent loss of one or more limbs.
- £7500 for permanent blindness in one or both eyes.

What is not covered under Section 7

We will not pay for:

- Death or injury caused by suicide or attempted suicide, self-injury or while under the influence of drugs or alcohol.
- Any loss if **you** or **your partner** has more than one Policy with **us**. **We** will only pay out under one Policy.
- Any loss unless the Policy is in the name of an individual.
- Any amount over £7500 in any one **period of insurance**.

Section 8 Uninsured Driver Promise

If **you** are involved in an accident in **your car** that is not **your** fault and the person responsible for the accident is not insured, **your** No Claims Discount will be reinstated and **we** will refund **your excess**, provided:

- **You** must report the claim to **us** within 48 hours.
- **You** provide **us** with the make, model and registration of the vehicle that hit **you**.
- **You** supply the name and address of the other driver if possible; and
- **You** supply the names and addresses of any independent witnesses.

When **you** claim, **you** will initially have to pay **your excess**. If the investigations are still ongoing when **your** Policy reaches its renewal, **you** may lose **your** No Claims Discount temporarily.

Once **we** confirm that the accident was the fault of the uninsured driver, **we** will repay **your excess**, restore **your** No Claim Discount and refund any extra premium **you** have paid.

Section 9 Medical Expenses

What is covered

The cost of medical treatment provided to **you** or any passenger in the **car** as a result of an accident involving the **car**.

What is not covered under Section 9

We will not cover:

- Any payment for each injured person over £250.
- Any payment for physiotherapy treatment.

Section 10 Car Sharing

This insurance will cover **you** when **you** are being paid for carrying passengers for social domestic and pleasure purposes as long as the total payment **you** receive for the journey does not provide a profit for **you**.

Section 11 Voluntary Use

This insurance will cover **you** to use **your car** to carry out voluntary driving for the benefit of charities, voluntary organisations, clubs or societies.

What is not covered under Section 10 & 11

We will not provide cover:

- If the number of people being carried in the **car** (including the driver) exceeds the seating capacity of the **car**.
- Where **you** are carrying passengers as part of a business of carrying passengers.
- **You** are making a profit from payments **you** receive.

Section 12 Foreign Use

Third Party Liability in Europe

While the insured **car** is in:

- Any country which is a member country of The European Union (EU).
- Any country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8 (1) second subparagraph 7 of EU Directive 2009/103/EC relating to civil liabilities arising from use of motor vehicle.

this Policy automatically provides the minimum compulsory level of cover **you** need by law in the country concerned. This legal minimum does not include loss of or damage to the **car**.

Full cover within the European Union

We will extend the Policy to provide the cover shown in **your schedule** for up to 60 days in any one **period of insurance** to any country of the EU and Andorra, Bosnia & Herzegovina, Iceland, Liechtenstein, Norway, Serbia and Switzerland provided:

- The **car** is taxed and registered within the **territorial limits**.
- **Your** main permanent home is within the **territorial limits**.
- **Your** visit abroad is only temporary.
- **Your** visit abroad is for social, domestic and pleasure purposes only.

You do not need to notify **your insurance intermediary** if **you** are taking the **car** to any of these countries, but **you** do need to take **your certificate of motor insurance**. Please note in the event of a claim, **you** may be required to evidence **your** travel.

This will cover the **car** while it is being transported by rail or sea between any of the countries shown above provided it is not more than 65 hours in duration.

We will also pay any customs duty which **you** may have to pay and/or the reasonable cost of delivering the **car** to **your** address in the United Kingdom.

Countries outside the European Union and other designated countries

We do NOT provide extended cover under this Policy.

Section 13 No Claims Discount

If **you** or any driver named on **your** Policy make a claim, even if **you** were not responsible (for example, if the **car** is stolen or damaged by vandals), or a claim is made against **you**, **you** could lose part or all of **your** No Claims Discount.

Claims which do not affect **your** No Claims Discount:

- payments made for windscreen damage (up to two in the Policy period).
- payments for emergency treatment fees.
- claims which are not **your** fault where **we** have recovered all of **our** outlay.
- Claims made under Section 8 - Uninsured Driver Promise.

If **your** renewal is due and a claim under **your** Policy is outstanding, **we** may reduce **your** no claim discount provisionally. However, if **we** establish that the circumstances of the outstanding claim should not have affected **your** no claim discount, **we** will restore **your** no claim discount once the claim is settled and refund any extra premium that has been paid in respect of the reduction in the no claim discount.

We amend no claims discount at renewal including a step-back system that reduces **your** No Claims Discount (NCD) should **you** make one or more claims that adversely impacts **your** NCD.

Number of years' NCD at the inception of last period of cover	Number of years NCD Claims at next renewal		
	No Claims	One claim in one Policy period	Two or More claims in one Policy period
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6	7	3	0
7	8	3	0
8	9	3	0
9	9	3	0

Protected No Claims Discount

If **you** have earned 4 or more years No Claims Discount, **you** can choose to pay an additional premium at the start or at renewal of **your** Policy, to protect it. By doing this **you** can prevent **your** NCD being reduced after a claim has been made on **your** Policy.

Protected NCD does not protect the overall price of **your** insurance Policy. The price of **your** insurance Policy may increase following an accident even if **you** were not at fault.

The table below shows how **your** No Claims Discount would be affected if **you** made a claim or claims, and **you** have chosen to protect **your** No Claims Discount. If **your** Policy includes Protected NCD, this will be shown on **your** schedule.

Number of years' NCD available (with NCB protection)	NCD at next renewal				
	No Claims	One claim in one Policy period	Two claims in one Policy period	Three claims in one Policy period	Four or more claims in one Policy period
4	5	4	4	2	0
5	6	5	5	3	0
6	7	6	6	3	0
7	8	7	7	3	0
8	9	8	8	3	0
9	9	9	9	3	0

General Exclusions

These exclusions apply to the whole of the Policy.

Your insurance does not cover claims arising from any of the following:

1. Use of the **car**

Any accident, injury, loss or damage while any **car** covered by this insurance is:

- Driven by or in the charge of anyone who is not named in the **certificate of motor insurance** as a permitted driver or is excluded by **endorsement** unless it is with a member of the motor trade for servicing or repair.
- Driven by or in the charge of anyone who is disqualified from driving or does not hold a current valid driving licence or who is prevented by law from holding one, or who does not meet the terms, conditions and limitations of either their driving licence or provisional driving licence.
- Driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and is not accompanied by a person aged 21 or over and has held a full UK or EU licence for at least three years.
- Used outside of the Graduated Driver Licencing Rules applicable in Northern Ireland
- Used for a purpose which is not shown as covered in **your certificate of motor insurance**.
- Used in or on restricted areas of any airport, aerodrome, airfield or military bases including any place where aircraft land and take off, park or move, associated service roads, refuelling areas, ground equipment parking areas, passenger buildings and customs areas. **We** will not pay any claim concerning an aircraft within the boundary of the airport or airfield.
- Used in an unsafe, insecure or illegal condition or manner.
- Used without the latest essential or safety related software updates, as recommended by the vehicle's manufacturer, having been installed.
- Loss of or damage to the **car** if the **telematics device** is not operational or is not in use, following receipt of the device from our approved supplier.
- An **Automated Vehicle** used in **Autonomous Mode**, in any location or at any time.

2. Contracts

Any liability you accept under an agreement or contract unless you would have been liable anyway.

3. War, hostilities and **terrorism**

Any accidental loss, damage, injury or legal liability caused directly or indirectly by:

- War, invasion, hostilities (whether war is declared or not) civil war, revolution, act of foreign enemy, insurrection, rebellion, coup, military or usurped power or any similar event except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.
- Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.

4. Other Insurance

Any loss or damage or liability that is also covered by any other insurance Policy.

5. Earthquake, radioactivity, pressure waves, dangerous goods and riot

Direct or indirect loss, damage to or liability caused by or arising from:

- Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel.
- Radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
- Pressure waves caused by aircraft or other flying object.
- Earthquake.
- Riot or civil commotion occurring in Northern Ireland or outside of the United Kingdom, the Isle of Man or the Channel Islands except where we need to provide cover to meet the minimum insurance required by the relevant law.
- Carrying any dangerous substances or goods for which you need a police licence (except where we need to provide cover to meet the minimum insurance required by the relevant law).
- Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

6. Proceedings outside the **territorial limits**

Any decision or action of a court which is outside the **territorial limits** unless the proceedings are brought, or judgment is given by a court of a country for which minimum compulsory insurance is provided by this Policy, or to which **we** have agreed to extend the Policy cover and for which **we** have received the necessary additional premium.

7. Imported Vehicles

Any **car** which was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangements.

8. Track use, rallies and competitions

While the **car** is being used for formal or informal racing, pacemaking, speed testing, competitions, rallies, trials or track events or use on a de-restricted toll road (including the Nurburgring Nordschleife) or any form of racetrack or off-road activity.

General Conditions

These conditions apply to the whole of the Policy.

1. Notification of claims

As soon as possible after any incident which might lead to a claim under this Policy, **you** should telephone **our** Claims Helpline on **0333 188 6581** to tell **us** about it. **You** must send **us** any relevant communication including emails and letters without delay. Any claim, writ or summons must be sent to **us** as soon as received and left unanswered. **You** must also let **us** know immediately if **you** or **your** legal advisors become aware of any prosecution, inquest or fatal accident inquiry concerning a claim which might be covered under this Policy.

You or any other person claiming under this Policy must not negotiate, admit fault, offer to pay or settle any claim unless **you** have written permission from **us**.

2. Dealing with claims

We will be entitled to:

- Take over and carry out the defence or settlement of any claims in **your** name or that of any other person insured by this Policy.
- Take any action or proceedings, which **we** will pay for, in **your** name or that of any other person insured by this Policy, to get back any money **we** have paid.
- Any information and help **we** need from **you** or any other person insured by this Policy.

3. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this Policy (which includes but is not limited to concealment, misstatement or deliberately providing false information) then:

- **we** shall not be liable to pay the claim;
- **we** may recover any part or all of the claim;
- **we** may involve the relevant authorities to bring criminal proceedings;
- **we** may cancel this Policy with immediate effect from the date the fraud was first committed by writing to **your insurance intermediary** or **you** (in writing to **your** last known address or email address);
- **you** will not have any cover under this Policy from any event occurring on or after the date of cancellation, and
- **you** will not receive any return of premium.

4. Looking after **your car**

You (or anyone who has access to the **car**) must:

- take all reasonable and necessary steps to protect the **car** from loss or damage;
- ensure that all keys and other security devices are kept on the person of the holder or in a secure place;
- ensure that the **car** is kept in a roadworthy condition.

5. Keeping to the Policy terms

We will provide the cover described in this Policy only if:

- Any person claiming cover has kept to all its terms and conditions, as far as they apply, and
- All the information **you** have given **us** and upon which we have based your premium and terms is correct and complete.

6. Compulsory Insurance

If under the laws of any country in which this Policy applies, **we** have to make payments which, but for that law, would not be covered by this Policy, **you** must repay the amount to **us**. **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement with the Motor Insurers Bureau.

7. Drink and Drugs Clause

If an accident happens whilst **you** or any person entitled to drive as shown on **your** current **certificate of motor insurance**:

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

no cover under the Policy will be provided and instead liability will be restricted to meeting any obligations **we** may have as required by Road Traffic Law. In such circumstances, **we** will recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under court judgement, for any claim arising from the accident.

8. Cancellation

Cancelling **your** Policy within first 14 days

You have 14 days to decide if this Policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the Policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you**. An administration charge of £25.00 is also applied. If any incident giving rise to a claim has occurred **you** must pay the full annual premium.

Cancelling **your** Policy after 14 days

If no claims have been made in the current **period of insurance**, **we** will refund any premium paid less a charge for the number of days for which cover has been provided. An administration fee of £25.00 which is also applied. If any incident giving rise to a claim has occurred, **you** must pay the full annual premium.

Cancellation by **Us**

We may cancel this Policy at any time where there is a valid reason for doing so, by giving **you** 7 days' notice in writing to **your** last known home and/or email address or via **your insurance intermediary**. Valid reasons for cancellation include but are not limited to:

- **You**, a named driver, or anyone acting on **your** behalf uses threatening, abusive, bullying or intimidating behavior or inappropriate language towards **our** staff; or
- **you** or anyone acting on **your** behalf makes a claim under this Policy through fraud (which includes: concealment, misstatement or deliberately providing false information) (see General Condition 3 – Fraudulent Claims); or
- **you** do not co-operate in having the **telematics device** fitted to **your car** within the time frame as outlined by **your insurance intermediary**; or
- if the **telematics device** detects unacceptable driving behaviour, such as **your car** being driven dangerously, or at persistent or excessive speeds; or
- where the **telematics device** detects an event of **extreme speeding**; or
- where **your driving score** is considered to be unacceptable following warnings from **your insurance intermediary**; or
- **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
 - **our** ability to process a claim; or
 - the defence of **our** interests; or
 - the making of risk based underwriting decisions.

We shall return the premium paid, unless **you** have made a claim or if one has been made against **you**, for the period from:

the date the cancellation takes effect, to
the end date of insurance provided under this Policy (the end date of the insurance provided under this Policy is shown under the **period of insurance**).

If **we** cancel **your** Policy on the grounds of fraud, cancellation may be immediate or **we** may treat **your** insurance as though it never existed, and **we** may keep any premium **you** have paid. **We** may also pass these details to fraud prevention and law enforcement agencies.

If **you** pay the premium by instalments and there is a default in the payments, **we** or **your insurance intermediary** may cancel the Policy giving **you** 7 days' notice of cancellation in writing to **your** last known postal and/or email address. If a claim has arisen during the current period, the full annual premium will be due. If a total loss claim is settled under this Policy, any outstanding premium may be deducted from the claim's settlement.

9. Sanctions

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade of economic sanctions, law, or regulations of the European Union, United Kingdom or the United States of America.

10. Changes in information

You are obliged to keep **your** Policy up to date, please tell **your insurance intermediary** immediately about changes which affect **your** insurance. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Some examples include but are not limited to:

- **You** or any named driver passes their driving test and moves from a provisional to a full driving licence, or **you** or any named driver's licence is revoked, either temporarily or permanently.
- The status of **your** or any named driver's licence changes in any other way.
- Change of **car** (**you** will also be required to remove the **telematics device** from **your** current **car** and install it in **your** replacement **car**).
- Change to the registered keeper and/or owner of the **car**.
- Change to the drivers on the Policy.
- Someone who drives the **car** receives a motoring conviction or criminal conviction or has a claim on another Policy.
- Someone who drives the **car** is diagnosed with a medical condition.
- The **car** is changed from the manufacturer's standard specification.
- A change of occupation by **you** or any other driver.
- A change of address or where the **car** is kept overnight.
- A change in the use of the **car**.
- The **car** is involved in an accident.

If **you** do not tell **us** about changes, **your** insurance may be invalidated in part or in full.

11. Changes of **car**

We may refuse to continue cover if **you** make more than three changes of **car** during a **period of insurance** and if **we** do continue cover **you** may be asked to provide evidence that **you** are the owner and/or registered keeper of the **car**.

Telematics General Condition

Telematics Conditions

To be read in conjunction with your Driving Academy Terms & Conditions

Your Telematics Motor Insurance Policy requires the installation of a fully operational telematics device in the insured car. It is your responsibility to ensure your Telematics device is charged, to ensure it is fully operational.

Cover is only provided if a **telematics device** is fitted to **your car** within the appropriate time frame, as outlined by **your insurance intermediary**. The device must be operational at all times and failure to keep the device connected may result in the cancellation of the Policy.

As it is a condition of the Policy that a **telematics device** is fitted, it is **your** responsibility that any party who has an interest in the ownership of **your car** (such as **your** partner or a hire purchase company) has agreed that a device can be installed or enabled and any data generated can be reviewed and used for rating. The terms and conditions relating to the installation and operation of the **telematics device** are detailed below and form part of this Policy.

1. Installation

After taking out **your** Telematics Motor Insurance Policy, **you** will be contacted about the installation of **your telematics device** by **your insurance intermediary**.

If **you** do not co-operate and install **the telematics device** to **your car** within the time frame as outlined by **your insurance intermediary**, then **we** reserve the right to cancel **your** insurance Policy in accordance with General Condition 8 of the Policy.

We cannot accept any liability for damage to **your car** caused by the installation of the **telematics device**.

2. Change of car

This insurance only applies to the insured **car** shown in the current Policy **schedule**. If **you** change **your car** you must notify **your insurance intermediary** in accordance with General Condition 10 of this Policy.

Your telematics device is transferable, and **you** must ensure that the **telematics device** is fitted to **your** replacement **car** within the time frame, as outlined by **your insurance intermediary**. If **you** fail to remove the **telematics device** from **your car** before changing it, a new **telematics device** will need to be issued which may incur an additional fee as outlined by **your insurance intermediary**.

If **you** do not install **the telematics device** to **your** replacement **car** within the time frame as outlined by **your insurance intermediary**, then **we** reserve the right to cancel **your** insurance Policy in accordance with General Condition 8 of the Policy.

3. Operation of the **telematics device**

The **telematics device** must remain switched on and in use at all times to allow **us** to monitor driving performance. The **telematics device** has attack safeguards and tamper controls, and it is a condition of this insurance that **you** will not permit any unauthorised interference with the **telematics device** by any person.

If **we** detect any unauthorised interference with the **telematics device**, or any interference with the signal emitted from the **telematics device**, then **we** may cancel **your** Policy and may apply a charge for unauthorised interference or damage. Any charge will be **your** responsibility to pay directly to **your insurance intermediary**.

If it is found that the **telematics device** and/or its emitted signal has been the subject of unauthorised interference resulting in a false **driving score** reading, this will be considered to be a fraudulent act and **your** Policy will be cancelled immediately in accordance with General Condition 8, and all premiums may be forfeited.

4. Monitoring of the insured **car**

The **telematics device** collects information about the way **you** drive. This information will be collected and used by **us**:

- to monitor **your** driving behaviour, in particular, compliance with speed limits; and
- to monitor the locations and times during which the insured **car** is used, the way in which it is driven and when and where it is driven; and
- to monitor **your driving score** and warn **you** if **your** score is too low; and
- to provide further clarification as to the circumstance of a claim if **you** make a claim under the insurance Policy; and
- to calculate future premiums based on the information collected.

You will be able to view feedback on **your** driving behaviour and mileage driven via the **app**. **You** will be sent alerts to draw **your** attention to any extreme driving behaviour such as speeding.

Persistent or excessive speed events as defined by the separate terms and conditions supplied by **your insurance intermediary** may result in the cancellation of **your** Policy.

This Policy wording must be shown to any named driver on **your** insurance Policy so they are aware that their driving will be monitored.

5. Extreme speed events

If an **extreme speeding** event occurs as defined by the separate terms and conditions supplied by **your insurance intermediary**, **your** insurance Policy will be cancelled.

6. Accident detection

Your telematics device has been designed to automatically detect accidents. If an accident is detected, **you** will be contacted by **our** Claims Helpline as quickly as possible. They will offer immediate assistance and collect information from **you** to begin the process of managing **your** claim.

Whilst the technology used to detect accidents is effective, it is not able to detect every type of incident. If **you** are not contacted immediately, it is important **you** report any incident which might lead to a claim under this Policy as soon as possible, by telephoning **our** 24-hour Claims Helpline on **0333 555 5920**.

7. Data errors

Neither **we** nor **our** device partner can be held responsible for any loss, damage, liability or costs caused by inaccuracies in the data collected by the **telematics device**.

8. Top up miles

The **telematics device** in the insured **car** is used to record the number of miles driven by **your car**, and **you** will be able to monitor the miles **you** have driven via the **app**.

If **you** are likely to exceed the mileage declared by **you** during the current annual period of insurance, **you** will be contacted by **your insurance intermediary** and offered the following options:

- **you** may top up **your** miles for an additional premium.
- **you** may leave **your car** parked for the remainder of the current period of insurance, or until such time as **you** do top up **your** mileage.

Failure to agree to one of the options detailed above within 7 days will result in the cancellation of **your** insurance Policy. If the number of declared miles has been exceeded and no additional miles have been purchased, the Policy will be cancelled with no return of premium.

9. Location of **your car**

Your driving data will identify where the **car** is kept overnight, if this is different from the declared overnight location, **your insurance intermediary** will contact **you**. This could result in a change to the amount of premium **you** need to pay or result in **your** Policy being cancelled.

10. Use of **your car**

Your driving data will identify the locations and times during which the insured **car** is used, the way in which it is driven and when and where it is driven. If **we** establish that the **car** is being used outside of the agreed use under the policy, **your insurance intermediary** will contact **you**. This could result in a change to the amount of premium **you** need to pay or result in **your** Policy being cancelled.

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:

Data Protection Officer
DUAL Corporate Risks Limited
One Creechurch Place
London
EC3A 5AF

DPO@dualgroup.com

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

0303 123 1113 or 01625 54 57 45

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.kgmus.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.

Additional Information Relating To Data From Your Telematics Device

We will collect and share data from **your telematics device** with Provincewide Academy representatives.

Thingco data privacy:

<https://thingco.com/privacypolicy>

Following expiry or cancellation of **your** policy, **we** will cease to record data provided by the **telematics device**.

We will only disclose information recorded by your **telematics device** to the police where we are required to do so by law.

How you can contact us

If **you** have any questions or queries about how **we** use **your** data, or require a paper copy of the statement, please contact your insurance intermediary.

Detecting and Preventing Fraud

We may share information **we** hold and which has been supplied to **us** with other insurers, law enforcement agencies and public bodies including the police and other similar databases or fraud prevention agencies including the Motor Insurance Anti-Fraud and Theft register, administered by the Motor Insurers' Bureau. The aim is to help **us** check information that is given to **us** and to prevent or detect crime, including fraud.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is suspected or identified this may be shared with fraud prevention agencies, and may also be used by other organisations to make decisions about **you** and others in **your** household on credit, insurance (including claims), debt tracing and to prevent crime. If such companies suspect fraud, **we** will share **your** relevant personal information with them. **We** may research, collect and use data about **you** from publicly available sources including online searches, social media and networking sites, using this data for the purposes of fraud detection and prevention.

Motor Insurance Database

Information relating to **your** Policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). 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:

- Electronic Licensing.
- Continuous Insurance Enforcement.
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders).
- 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, EEA or certain other territories), insurers and/or MIB may search the MID to obtain relevant information. Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on 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.

Complaints

Our commitment to customer service

We are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

Who to contact in the first instance

Many concerns can be resolved straight away. **You** should in the first instance contact **your Insurance Intermediary** who sold **you** this Policy as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

If **you** remain dissatisfied, **you** should contact:
Complaints

KGM
St James House
27 – 43 Eastern Road
Romford
RM1 3NH

complaints@kgmus.co.uk

Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case. **We** will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website <http://www.financial-ombudsman.org.uk/>

You can also contact them as follows:

Post:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

08000 234567 (free on mobile phone and landlines)

complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available on <http://www.fscs.org.uk/> or by contacting the FSCS directly on 0800 678 1100.

Policy Administration Fees

Please note that for policy arrangement at Inception & Renewal and for changes to your policy during the current period of insurance, or for a duplicate copy of your policy documents, we will charge you an administration fee of up to £10 to cover our administration costs. If a change is made this fee will be in addition to any alteration in your insurance premium.

If we or you choose to cancel the policy during the policy period an administration fee of £25 excluding Insurance Premium Tax will apply.

Please note that our fee does not include any administration charge that your Broker may apply.

In addition to the insurance premium, an initial charge is made to cover the costs of our Driver Training Academy, to supply the self-installed Telematics device to you and to monitor the data. This charge is non-refundable and is inclusive of appropriate taxes. No refund of this charge will be made once the policy has been inceptioned.

Please refer to the General Conditions in the Policy for full details of the cancellation terms.

Driving Abroad (Refer to Section 12)

All insurance documentation should be taken with **you**, including **your certificate of motor insurance, your schedule,** and **your** motor insurance Policy.

This Insurance applies throughout the European Union and Andorra, Bosnia & Herzegovina, Iceland, Liechtenstein, Norway, Serbia and Switzerland and provides the minimum cover required by law in each of the above countries.

Esso ha validita in tutta l'Unione Europea, in Andorra, Bosnia ed Erzegovina, Islanda Liechtenstein, Norvegia, Serbia e Svizzera e garantisce la copertura minima richiesta per legge in ciascuno dei Paesi summenzionati.

Cette assurance est egalement valable dans toute l'Union europeenne et dans le Andorre, en Bosnie-Herzégovine, en Islande, en Liechtenstein, en Norvege, en Serbie et en Suisse. Elle sonne le droit a la couverture minimum exiguee par la loi en vigueur dans les pays susnommes.

Este Seguro se aplica tambien en toda la Union Europea y en Andorra, Bosnia- Herzegovina, Islandia, Liechtenstein, Noruega, Serbia y Suiza. Este Seguro da la cobertura minima exigida po la ley en cada uno de los paises antedichos.

Die Versicherung gilt fur alle Lander de Europaischen Union sowie fur Andorra, Bosnien und Herzegowina, Island, Liechtenstein, Norwegen, Serbien und die Schweiz und gewahrt in all diesen Landern den gesetzlich erforderlichen Mindest-Versicherungsschutz



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