

# Agricultural

Policy Document



You must read this document in conjunction with your policy schedule and Certificate of Insurance. If any information contained in these documents is incorrect, please contact your Broker immediately. You must also notify your Broker of any other alterations required to your policy as soon as possible.

**If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.**

# Contract of Insurance

Thank you for choosing to insure with KGM Motor. 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 endorsements attached for the period for which you have paid our premium. This insurance applies within the territorial limits unless we specify otherwise.

Underwritten by Zurich Insurance plc, a public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance plc is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Our FCA Firm Reference Number is 203093.

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.



**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 Ltd  
2nd Floor St James House  
27- 43 Eastern Road  
Romford  
Essex  
RM1 3NH  
**E-Mail: [DPO@KGMUS.co.uk](mailto: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](mailto: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.kgmininsurance.co.uk](http://www.kgmininsurance.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, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://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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# Definitions

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

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

**We/us** – KGM Motor.

**KGM Motor** – a brand name for business written by KGM Underwriting Services Limited. KGM Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority, FCA Firm Reference Number 799643. Registered in England & Wales, No: 10581020. Registered Office: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.

**Broker** – a representative authorised by us to sell and administer our insurance policies.

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

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

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

## Definitions of Your vehicle

**Agricultural Vehicle** – any tractor, all terrain vehicle, quad bike or self-propelled implement used solely for agricultural or forestry purposes, which is insured on this policy.

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

**Minibus** – any passenger carrying vehicle with more than nine seats, which is insured on this policy.

**Motorcycle** – any mechanically propelled two-wheeled vehicle registered for road use, which is insured on this policy.

**MPV's** – any passenger carrying motor vehicle with no more than eight seats in addition to the driver, which is insured on this policy.

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

**Trailer** – a non self-propelled vehicle with two or more wheels which is designed and constructed to be towed by a motor vehicle insured on this Policy excluding Caravans, trailer tents, catering trailers, mobile grain dryers, water bowsers and any passenger carrying trailers unless specified on the Policy Schedule.

**Accessories** – any additional supplementary parts of the vehicle which are not directly related to its function as a vehicle whilst on the vehicle.

**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.



# Definitions

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

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

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

**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) or any other country to which your policy may cover as defined in the Foreign Use section of this policy.

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

# Summary of Cover

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

Section Description	Cover Applicable		
	Comprehensive	Third Party, Fire & Theft	Third Party Only
<b>Section 1</b> - Liability to others	Yes	Yes	Yes
<b>Section 2</b> - Loss of or Damage to Your Vehicle:			
<b>A.</b> Accidental Damage	Yes	No	No
<b>B.</b> Malicious Damage and Vandalism	Yes	No	No
<b>C.</b> Fire, Self-Ignition, Lightning or Explosion	Yes	Yes	No
<b>D.</b> Theft or Attempted Theft	Yes	Yes	No
<b>Section 3</b> - Glass Cover	Yes	No	No
<b>Section 4</b> - Personal Belongings	Yes	No	No
<b>Section 5</b> - Replacement Locks	Yes	No	No
<b>Section 6</b> - Medical Expenses	Yes	No	No
<b>Section 7</b> - Personal Accident	Yes	No	No
<b>Section 8</b> - Foreign Use	Yes	Yes	Yes
<b>Section 9</b> –Trailers	Yes	Yes	Yes

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

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

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

# Section 1 - Liability to Others

## What is covered under this section

### 1.1 Driving your vehicle

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

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

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

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

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

### 1.2 Cross liability

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

### 1.3 Indemnity to Principals

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

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

***Please also refer to the exclusions shown on page 13.***

### 1.4 Unlicensed drivers

We will indemnify an unlicensed driver when a licence to drive your vehicle is not required by law provided that they are driving with your permission and are at least 13 years of age.

### 1.5 Unauthorised movement of third party vehicles

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

# Section 1 - Liability to Others

## 1.6 Contingent liability

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

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

## 1.7 Legal personal representatives

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

## 1.8 Legal defence costs

Provided that an incident occurs which is covered by this policy and we agree in writing first, we will pay for the legal representation of you or any other person we insure under this policy up to £35,000:

- 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.

## 1.9 Corporate manslaughter

Provided we have been notified and subject to our agreement, we will indemnify any costs and expenses incurred in providing you with legal representation, as appointed by us, in the event of:

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

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

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

***Please also refer to the exclusions shown on page 13.***

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

# Section 1 - Liability to Others

## What is not covered under this section

- Death of or injury to the person driving your vehicle or in charge of your vehicle for the purpose of driving;
- Loss of or damage to your vehicle or any other vehicle that is in your care, custody or control including any trailer, caravan or broken-down vehicle;
- Loss of or damage to property owned by, or in the care, custody or control of, you or any other person insured by this policy;
- Liability for the death of or injury to any person or 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.
- Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where we must meet the requirements of Road Traffic Law;
- Liability for death, injury, loss or damage that arises beyond the limits of the carriageway in respect of the bringing to or taking away the load from your vehicle by any person other than your driver or attendant;
- Indemnity to any person if there is other insurance already in force which covers the same liability;
- Liability for death, injury, loss or damage whilst any vehicle or plant attached to your vehicle is being used as a tool of trade other than as required by Road Traffic Law;
- Liability for death, injury, loss or damage that arises out of the use of any tools, goods or personal belongings carried in or on your vehicle.

### ***Indemnity to Principals***

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

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

### ***Corporate Manslaughter***

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

- Fines or penalties of any kind;
- Proceedings consequent upon any bodily injury deliberately caused by you.

## Section 2 - Loss of or Damage to Your Vehicle

### What is covered under this section

We will insure your vehicle against damage or total loss caused by an event listed below, provided that the 'Summary of Cover' section shows such an event is covered:

- A. Accidental damage;
- B. Malicious damage and vandalism;
- C. Fire, self-ignition, lightning or explosion;
- D. Theft or attempted theft.

*Please refer to your policy schedule for the level of cover shown and then to the 'Summary of Cover' section on page 10 for details of which events your cover includes.*

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

If your vehicle has been stolen or damaged by attempted theft then you must notify the police immediately and obtain a crime reference number.

### 2.1 Damage

We will pay for the cost of repairing damage caused to your vehicle as a direct result of an event shown above provided that all of the following applies:

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

As an alternative to repairing your vehicle, we may deem it appropriate to either replace your vehicle with one of a similar specification or pay you a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable (see Sections 2.10 and 2.11).

### 2.2 Total loss

We will normally declare your vehicle a total loss:

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

If your vehicle is declared a total loss as a direct result of an insured event (as above), we will offer you a monetary amount as compensation. The maximum amount we will pay is the market value of your vehicle, less any policy excess which is applicable (see Sections 2.10 and 2.11).

Once you have accepted our offer, this vehicle will become our property. Once your total loss claim has been settled, cover in respect of this vehicle will cease immediately and we will retain the full premium charged for it.

We may give you, at our discretion and if the current regulations allow, the option of retaining the vehicle salvage subject to a deduction from the compensation amount we offer you.

### 2.3 Vehicle service/repair

We will provide the same level of cover that your policy has under Section 2 whilst your vehicle is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired.

## Section 2 - Loss of or Damage to Your Vehicle

### 2.4 Vehicle recovery

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

### 2.5 Ownership of your vehicle

If your vehicle is subject to a hire purchase or lease agreement and is declared a total loss, any payments we decide to make will instead be made to the finance or leasing company as specified on your contract with them.

The maximum amount we will pay is the market value of your vehicle, less any policy excess which is applicable (see Sections 2.10 and 2.11). If there is still an amount owing to the finance or leasing company after we have settled your claim, then you are responsible for this amount.

### 2.6 New vehicle replacement

We will, at your request, replace your 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. Your vehicle is a private car, mpv, or commercial vehicle with a maximum gross vehicle weight of 3.5 tonnes. This does not apply to Agricultural Vehicles or Trailers.
- ii. You are the first registered owner of your vehicle from new;
- iii. Your vehicle is no more than 12 months old from the date of first registration;
- iv. The repair costs exceed 50% of the market value of your vehicle;
- v. We are able to replace your vehicle in the UK;
- vi. We have permission from any person that has a financial interest in the vehicle.

### 2.7 Audio equipment

We will pay towards the cost of replacing the audio equipment in your vehicle with equipment of a similar specification following an incident covered by Section 2 provided that the audio equipment is damaged and was permanently fitted to your vehicle by your vehicle manufacturer.

The maximum amount we will pay under Section 2.7 is £750 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 your vehicle with equipment of a similar specification following an incident covered by Section 2 provided that the Satellite Navigation equipment is damaged and was permanently fitted to your vehicle by your vehicle manufacturer.

The maximum amount we will pay under Section 2.8 is £750 for any claim arising out of the one incident.

### 2.9 Accessories and Spare Parts

We will pay towards the cost of replacing accessories and spare parts, which relate directly to the function of your Agricultural Vehicle. The accessory or spare part must be fitted to or in or on your Agricultural Vehicle which is covered under this Policy

The maximum amount we will pay under Section 2.9 is £15,000 for any claim arising out of the one incident.

### 2.10 Compulsory policy excess

If any claim is made under Section 2 you must pay a compulsory policy excess, the amount of which is shown in your current policy schedule. Please note that the compulsory policy excess applicable will apply per vehicle, per loss.

## Section 2 - Loss of or Damage to Your Vehicle

### 2.11 Young and inexperienced drivers

If your vehicle is damaged whilst a young or inexperienced driver is driving (if permitted to do so as shown on your current Certificate of Insurance and policy schedule), you must pay the first amount of any claim as shown below:

Drivers	Amount
• Under 21 years of age	£300
• Between 21 and 24 years of age	£200
• 25 years of age or over but holding a provisional UK driving licence or a full UK driving licence for less than 12 months	£200

The above amounts are in addition to the compulsory policy excess which applies but does not apply when the damage is caused as a result of fire or theft.

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

### What is not covered under this section

- The policy excess which applies under this section of the policy;
- Wear, tear and depreciation of your vehicle;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of your vehicle caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Damage to your vehicle caused by filling its fuel tank with the incorrect fuel;
- Loss or theft of petrol or diesel fuel;
- Damage caused by the freezing of liquid in the cooling system of your vehicle unless you have taken all reasonable precautions as recommended by your vehicle manufacturer;
- Loss of or damage to your vehicle caused as a result of its legal impounding or destruction by order of any government or public authority;
- Loss of or damage to your vehicle caused by a deliberate act by you or any other person insured on this policy:
- Loss of or damage to your vehicle if it is taken, used or driven without your permission by a spouse or civil partner, partner, boyfriend or girlfriend, employee or ex-employee, member of the family or household of a permitted driver;
- Loss of or damage to your vehicle if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
- Loss of or damage to your vehicle by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by you accepting a form of payment which a bank or building society will not authorise;
- Loss of or damage to your vehicle if it is unoccupied and any of the following applies:
  - i. It has been left un-locked;
  - ii. It has been left with the keys in, on or in the vicinity of the vehicle;
  - iii. If the keys of your 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 any of the windows, sunroof or 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, your vehicle if damaged or in an un-roadworthy condition;
- Any reduction in the value of your vehicle following damage, whether repaired or not;

***Exclusions continue overleaf...***



## Section 2 - Loss of or Damage to Your Vehicle

- The cost of repairing, replacing or improving any parts of your vehicle if they have not been damaged;
- The cost of repairing or replacing any non-standard parts fitted to your vehicle that have not been disclosed to us and agreed as covered by our Underwriters;
- Loss of or damage to your vehicle's accessories or spare parts; Damage to your vehicle caused by faulty workmanship;
- Damage to your vehicle caused by vermin, insects, mildew or fungus;
- Damage to your vehicle's windscreen or window glass under this section of the policy;
- Loss of or damage to any portable audio, visual or communication devices including computer or gaming equipment, traffic information systems or CB radio equipment carried in or on your vehicle;
- Loss or damage to any tools or goods carried in or on your vehicle; Loss of or damage to any taxi metering or other related equipment;
- Compensation for any costs incurred as a result of not being able to use your vehicle following loss or damage;
- Any Value Added Tax (VAT) amounts when you are VAT registered;
- The policy excess which applies under this section of the policy;
- Repair or replacement of the sunroof and/or glass roof panels of your vehicle;
- Repair or replacement of lights and reflectors.
- Damage caused by Ingestion of Foreign Bodies.
- Costs which exceed the market value of your vehicle or the value declared on your policy schedule if the market value is more.

## Section 3 - Glass Cover

### What is covered under this section

We will pay for the replacement or repair of:

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

### *What we will pay*

- Cover is unlimited, after deduction of your excess, if you use our approved glass provider for repair or replacement glass;
- If you do not use our approved glass provider, the maximum amount we will pay is £100 after we have deducted your excess. This does not apply to Agricultural Vehicles.

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

### *What you must pay*

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

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

## Section 4 - Personal Belongings

### What is covered under this section

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

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

### What is not covered under this section

#### *Loss of or damage to any of the following:*

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

## Section 5 - Replacement Locks

### What is covered under this section

If your keys and/or lock transmitter of your vehicle are lost or stolen, we will pay towards the cost of replacing:

- i. The door and boot locks;
- ii. The ignition and steering locks;
- iii. The lock transmitter and central locking interface.

Cover under this section is provided on the basis that you can establish, to our satisfaction, that the location of your vehicle is known to any person who is in possession of the lost or stolen keys and/or lock transmitter.

The maximum amount we will pay under Section 5 is £1,000 following any one incident.

## Section 6 - Medical Expenses

### What is covered under this section

If an accident occurs which is covered by this policy, we will pay up to maximum of £500 for each person in your vehicle for any medical treatment which is required following injury.

## Section 7 – Personal Accident

### What is covered under this section

If an accident occurs in a vehicle insured by this policy, we will pay the insured driver £10,000 if the following occurs within three months of the accident date:

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

The maximum amount we will pay under Section 7 is £10,000 following any one incident. Payments will only be made if the death or injury has occurred as a direct result of an accident covered by this policy.

Payments under this section will be made to the insured driver, or to their legal personal representative in the event of their death.

### What is not covered under this section

#### ***Any liability for death of or injury to persons:***

- 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 – Foreign Use

## What is covered under this section

### 8.1 Minimum cover

We will provide the minimum cover which is required by law in:

- Any country which is a member of the European Union; and
- Any other country which the Commission of the European Union approves as meeting the requirements of Article(8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

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

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

A green card is no longer required if you travel to any of the above countries and you must instead take your current Certificate of Insurance with you as evidence of compulsory insurance cover.

The cover provided under Section 8.1 is the minimum required by law in the country you are visiting from those stated above. Where this cover is less than the minimum cover provided in the United Kingdom, then the minimum cover required in the United Kingdom will apply.

Please note that the above information may change, therefore you must check the latest information with your Broker before you travel.

### 8.2 Extended cover

We will insure your vehicle for the same level of cover as shown in your current policy schedule in any of the countries as set out in Section 8.1 provided that all of the following applies:

- Your company or business is permanently domiciled and registered within the territorial limits;
- Your vehicle is taxed and registered within the territorial limits and is also normally kept within the territorial limits;
- Travel outside of the territorial limits is of a temporary nature.

#### 8.2.1 Vehicle transportation

Cover also applies when your vehicle is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed 65 hours in any one journey.

## Section 9 – Trailers

The cover specified in the Schedules also applies to Trailers, agricultural implements or machines, whether attached or detached which is :-

- Owned by you.
- Hired to you under a hire purchase agreement.
- Hired or loaned to you on a temporary basis.

Payment under Section 2 – Loss or Damage to is unlimited in respect of specified declared trailers attached and detached. Unspecified trailers, there is a £100,000 limit per item attached and detached, with an aggregate limit of £200,000.

Section 1 - Liability to Others is Excluded.

# 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 your 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 either in the “persons or classes of persons entitled to drive” section on your Certificate of Insurance or your policy schedule unless your vehicle has been stolen;
- vi. By a person who does not hold a valid driving licence or is disqualified from driving;
- vii. By a person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
- viii. With a load or a number of passengers which is unsafe or illegal;
- ix. When carrying a load which is not secure;
- x. 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 liability you have under an agreement or contract unless you would be liable anyway if the agreement or contract did not exist.

## War, Earthquake, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- i. War, Invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- ii. Earthquake;
- iii. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

However, we will provide any liability that is required under 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 as defined by the current regulations of the Health and Safety Executive. Further information can be found on their website at [www.hse.gov.uk](http://www.hse.gov.uk).

## **Airport Use**

We will not pay for any loss, damage or liability arising whilst your vehicle or any other vehicle covered by this policy is in:

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

## **Sonic Bangs**

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

## **Criminal Acts**

We will not pay for any loss, damage or liability caused whilst your vehicle is being used by you or any other insured person:

- 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 all other insured persons 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 and any information provided since, is true 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.

## Motor Insurance Database

It is your responsibility under the requirements of the 4th EU Directive, to supply your Broker with full details of any vehicles that are in your custody or control, which are used for a purpose covered by this policy, as soon as such vehicles come into your possession (whether on a permanent or temporary basis) for entry on the Motor Insurance Database. We will only cover such vehicles subject to our agreement and your acceptance of any terms and/or additional premium that may apply. Please note that any breach of this condition may result in the cancellation of your policy or the non-payment of a claim.

## Safety and security of your vehicle

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

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

## Other Insurance

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

# General Conditions

## 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 your vehicle;
- Changing your vehicle registration number;
- Modifying your vehicle from the manufacturer's original specification (this includes accessories and/or spare parts as some may be classed as modifications);
- Changing the purpose that your vehicle is used for;
- Changing the drivers that are insured on this policy;
- If any of the drivers insured on this policy are 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 changes their driving licence entitlement (e.g. from a Provisional or EU licence to a Full UK licence);
- If any of the drivers insured on this policy has their driving licence revoked;
- If any of the drivers insured on this policy develops a medical condition that may affect their ability to drive;
- If any of the drivers insured on this policy changes occupation or becomes unemployed;
- If you change your address or the address of where your vehicle is kept overnight.

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.

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

## Administration Fee

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 £20 to cover our administration costs. If a change is made this fee will be in addition to any alteration in your insurance premium.

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

# General Conditions

## Cancellation

### **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

## ***By you***

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 pro rata refund.

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

Cancellation will be subject to an administration fee of £25 excluding Insurance Premium Tax (your Broker may also 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.

# 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](http://www.fscs.org.uk) or you can contact them on 0800 678 1100 or 020 7741 4100.

# Our Complaints Procedure

## **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. Therefore in the first instance, please get in touch with your usual contact at KGM Motor Insurance as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you. (For example on your welcome or renewal communication or on claim acknowledgement letters.)

Alternatively you can contact us for any policy related issues as below:

Telephone: 020 8530 7351  
Fax: 020 8530 7037  
Email: [compliance.kgm@kgmus.co.uk](mailto:compliance.kgm@kgmus.co.uk)  
By post: Complaints  
KGM Motor Insurance  
St James House  
27-43 Eastern Road  
Romford  
RM1 3NH

## **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 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
**Telephone:** 08000 234567 (free on mobile phone and landlines)  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto: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 [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Making a Claim

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

1. Gather the details of any other party or parties involved (if applicable) including their name, address, vehicle registration number, insurance company, contact number and number of people in their vehicle.
2. Contact our UK based 24/7 claims assist line on **0333 555 5909** (if calling from abroad please dial **+44 (0)1702 444 312**).
3. Please have your policy number ready when contacting us.

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

### If you have Comprehensive **PRIVATE CAR** cover:

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

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

### If you have Comprehensive **COMMERCIAL VEHICLE** cover:

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

- Collect and re-deliver your vehicle to and from your home or place of work.
- Guarantee all repairs for three years.

**Important - the above features are only available in the UK through our approved repairer network.**

We may also appoint other authorised suppliers to assist in dealing with your claim and we are happy to provide you with their full contact details, and the capacity in which they are acting, upon request to [claims.kgm@kgmus.co.uk](mailto:claims.kgm@kgmus.co.uk).

## Making a glass claim (Comprehensive policyholders only)

If your vehicle has suffered glass damage, please contact our approved glass supplier on **0333 555 5909**.

Please also note:

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

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



# Agricultural

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

T 020 8530 7351  
E [kgm.enquiries@kgmus.co.uk](mailto:kgm.enquiries@kgmus.co.uk)  
[www.kgmus.co.uk](http://www.kgmus.co.uk)

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