



Specialist Sports Car Policy Wording

FJ/PW/SSC/01/09/2025/V1511



Making a Claim

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

Gather the details of any other party or parties involved including witnesses (if applicable) including their name, address, vehicle registration number, insurance company, and contact number.

Take photographs of the vehicles, their positions and any damage visible if safe to do so. Obtain any dash camera footage (or any other form of visual recording) covering the period of, and immediately prior to any incident.

Contact our UK based 24/7 claims assist line on: 0333 555 5914 (if calling from abroad please dial +44 1702 444 386).

Email: Claims@kgmus.co.uk

Address: 2nd Floor St James House, 27-43 Eastern Road, Romford, RM1 3NH.

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 cover, it may be suitable for **Your Vehicle** to be repaired through **Our** own approved repairer network. Alternatively, **You** may nominate **Your** own repairer. In the event that **Your Vehicle** is declared a total loss, an independent engineer will be instructed by **Us** who will carry out a comprehensive report of the damage sustained to **Your Vehicle** and provide a valuation. **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

Windscreen

If **You** have suffered damage to **Your** front/rear screens or side glass, please contact **Our** approved glass provider on 0333 555 5914.

Please also note:

- **You** must pay the standard compulsory Excess (per claim) as shown on **Your Schedule** for replacement glass or screen, provided **You** use **Our** approved glass provider or any other alternative supplier **We** authorise prior to fitment.
- If **You** do not use **Our** approved glass provider, or use any repairer not authorised by **Us**, a higher Excess amount will apply (also shown on **Your Schedule**).
- Cover excludes repair or replacement of a sunroof or other roof glass.



Introduction

This Specialist Sports Car Insurance Policy is arranged by Footman James (a trading name of Advisory Insurance Brokers Ltd).

Footman James is a trading name of Advisory Insurance Brokers Limited, registered in England and Wales with company number 4043759. Authorised by the Financial Conduct Authority and listed on the Financial Services Register under registration number 313250. Registered office: 2 Minster Court, Mincing Lane, London, EC3R 7PD.

Thank you for choosing to insure with KGM. This document, together with **Your** policy **Schedule** and **Certificate of Motor Insurance**, is a legally binding contract of insurance between **You** and **Us** and does not provide anyone else with rights to enforce any part of this contract.

We have agreed to insure **You** subject to the terms, conditions and exclusions contained within this document and in any schedule of Endorsements attached for the period for which **You** have paid **Our** premium. This insurance applies within the territorial limits unless **We** specify otherwise.

KGM distributes and administers policies on behalf of **Zurich Insurance Company Ltd**.

This policy is 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 **Our** regulation by the Prudential Regulation Authority are available from **Us** on request. **Our** 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 – Motor Underwriter

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 Creechchurch Place, London, EC3A 5AF.



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Definitions

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy wording, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

TERM	DEFINITION
Accessories	Parts of Your Vehicle which are not directly related to how it works as a car. This includes spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems providing they are permanently fitted to your car and have no independent power source.
Certificate of Motor Insurance	A document which is legal evidence of Your insurance and forms part of the contract of motor insurance. It must be read with this document.
Endorsement	A change in the terms of this insurance. An Endorsement replaces the relevant wording in this document and is printed on, or issued with, the most recent Schedule .
Excess	An amount You must pay towards the cost of a claim under this insurance.
Fire	Fire, lightning and explosion.
Green Card	A document required by certain non-EU countries to provide proof that you have the minimum insurance cover required by law to drive in that country.
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.
Pro-rata	Where a calculation is made proportionately to the period of insurance held.
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.
Schedule	The document showing the vehicle We are insuring, the cover which applies, The Insured , the insurer, the document number, the premium and any Endorsement that applies. The latest Schedule forms part of the contract of motor insurance.



Definitions Continued

TERM	DEFINITION
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
The Period of Insurance	The period covered by this insurance (as shown in the Schedule) and any further period We accept Your premium for.
Theft	Theft or attempted theft.
We, Us and Our	KGM on behalf of Zurich Insurance Company Ltd.
You, Your and The Insured	The person named as ' The Insured ' in the Schedule and as 'the policyholder' in any Certificate of Motor Insurance or renewal notice applying to this insurance.
Your Vehicle	The insured vehicle specified in the Schedule or described in the current Certificate of Motor Insurance .
Zurich Insurance Company Ltd	The insurer of this policy 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 our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Cover

Sections Applicable	Cover		
	Comprehensive	Third Party Fire & Theft	Third Party Only
1. Liability to Others	✓	✗	✗
2. Damage to Your Vehicle	✓	✗	✗
3. Fire and Theft	✓	✗	✗
4. Windscreen Damage	✓	✗	✗
5. Medical Expenses	✓	✗	✗
6. Personal Accident *Not applicable if the insurance is in the name of a Firm	✓	✗	✗
7. European Motoring	✓	✗	✗
8. Audio Cover	✓	✗	✗
9. No Claim Discount	✓	✗	✗
10. FJ+ Optional Cover Extensions *only applicable if shown on Your policy Schedule	✓	✗	✗

Use

The insurance only covers Your Vehicle if it is being used in the way specified in Your Certificate of Motor Insurance, Policy Schedule or any Endorsement that applies. The following uses are not covered:

- Drag Racing
- Any purpose connected with the motor trade
- Carrying passengers or goods in return for money (except if a mileage allowance is paid to **You** for official or agreed business duties in connection with **Your** job or for a social service)



Section 1 - Liability to Others

Your Liability

We will insure **You** in respect of all sums which **You** may be required to pay by law arising from death or injury to third parties, or damage to their property as a result of an accident caused by:

- **Your Vehicle**

- any trailer while it is being towed by **Your Vehicle**

We will also pay any expenses for which **You** have our written authority to claim.

Liability of other persons driving or using Your Vehicle

We will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or injury to third parties or damage to their property as a result of an accident:

- any person **You** give permission to drive **Your Vehicle** provided that **Your** effective **Certificate of Motor Insurance** allows that person to drive.
- any person **You** give permission to use (but not drive) **Your Vehicle**, but only whilst using it for social, domestic and pleasure purposes.
- any passenger travelling in or getting into or out of **Your Vehicle**.
- the employer or business partner of the person using any **Vehicle** for which cover is provided under this section while the **Vehicle** is being used for business purposes, as long as **Your** certificate allows business use.

This does not apply if:

- the **Vehicle** belongs to or is hired by such employer or business partner.
- **The Insured** is a corporate body or firm.

Indemnity to legal personal representatives

In the event of the death of anyone who is insured under this section, **We** will protect his/her legal personal representatives for any liability of the deceased person if that liability is insured under this section.

We will provide cover when **Your Vehicle** is being used in connection with local, national or international rallies organised by owners' clubs which are recognised by the Driver and Licensing Agency (DVLA). This cover does not apply to any rally that includes racing, pacemaking, or being in any contest or speed trial.

Legal costs

We will pay:

- solicitors fees if anyone **We** insure under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction.
- for legal services to defend anyone **We** insure under this section in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death.

We will only pay these legal costs if they relate to an incident which is covered under this section.

Exceptions to Section 1

The cover under this section will not apply if any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if **The Insured** person can claim under another policy.

- Death of or injury to the person driving **Your Vehicle**.
- Loss or damage to any **Vehicle** or property owned by **You** or by the person driving **Your Vehicle**.
- Loss or damage to any trailer, caravan or broken down **Vehicle** being towed or attached to **Your Vehicle** or to any property carried in or on them.
- Liability for death of or injury to an employee occurring during the course of their employment except for the minimum cover required under the current Road Traffic Acts.
- **We** will not pay more than £20,000,000 (including claimants costs and expenses to a maximum of £5,000,000) for damage to other people's property arising from any one claim or series of claims arising out of one cause arising from the use of any **Vehicle** covered by this insurance.

The cover under this section will not apply, except to the extent that **We** are obliged by the Road Traffic Acts to provide insurance, to;
(a) any direct or indirect consequence of any act or acts of terrorism, whether or not such consequences have been contributed to by any other cause. Terrorism includes but is not limited to:

- the use or threat of force and/or violence; and/or
- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and/or radiological means;

where any such act is committed by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes.

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of terrorism, where **We** are obliged by the Road Traffic Acts to provide insurance, the maximum amount **We** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **You** or any other person, for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the road traffic acts.



Section 2 - Damage to Your Vehicle

If **Your Vehicle** is damaged **We** may either:

- pay for **Your Vehicle** to be repaired; or
- replace **Your Vehicle**; or
- pay in cash the amount of the loss or damage.

Excesses

If **Your Vehicle** is damaged, **You** will have to pay any **Excess** as shown in **Your Schedule**. This **Excess** applies in addition to any other voluntary or compulsory **Excess** that may apply and is shown in **Your Schedule**.

If **Your Vehicle** is damaged whilst it is being driven by or is in the charge of a young or inexperienced driver who is permitted to drive by **Your Certificate of Motor Insurance** the amount of **Excess You** will have to pay will be increased by the following amounts:

- If the drivers age is under 21 years of age – £500
- If the driver is 21 or over and either holds a provisional licence or has not held a full UK licence for 12 months or more – £500

Additional Cover

Track Day Cover (Your Schedule will confirm if this cover is in force and the level of cover in force)

Your Vehicle must be registered for road use and fulfil UK construction and use regulations.

Policy includes 5 free track days arranged by an approved organiser at an approved venue.

Cover whilst on a track day is reduced to Accidental Damage cover ONLY. There is no liability to third parties.

Excess on track is £1,000 or 10% of **Your Vehicle** value as shown on **Your Schedule**, whichever is greater.

In the event of a track day claim the excess applied for any subsequent events will increase to £2,000 or 20% of **Your Vehicle** value as shown on **Your Schedule**, whichever is the greater. This cover is subject to **Us** being notified in advance and approving the details of the event, organisers and venue.

The maximum amount payable for a track day claim is £50,000.

Lotus

- Cover to include 6 track days per policy year (inc. 2 European)
- If booking through Lotus on Track then no European Restriction

BMW M3

- Cover to include 6 track days per policy year
- All drivers to be aged 30 years and over

Vauxhall VX220

- Cover include 6 track days per policy year
- The vehicle must be valued £20,000 or less
- Must be a club member

Exceptions to Section 2

- Wear, tear or loss of value.
- Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- Any reduction in the value of **Your Vehicle** following damage whether it was repaired or not.
- Damage to any telephone, 2 way radio, television, video, traffic information system carried in **Your Vehicle**.
- The cost of repair, replacement or improvement of any parts of **Your Vehicle** not actually damaged in the incident for which **You** are claiming.
- The cost of repair or replacement of any non-standard parts fitted to **Your Vehicle** which is not appropriate to the disclosed form of motorsport.
- Damage to **Your Vehicle** due to the impounding or destruction by an authorised authority.
- Damage to **Your Vehicle** if it is taken or driven without **Your** permission by any member of **Your** family or partner or anyone living in **Your** home, unless you've reported them to the police for doing so.
- The amount of any **Excess** shown in Excesses above and in **Your Schedule**.

Exceptions to Section 2 continued

- Loss or damage when **Your Vehicle** is left unattended if the last person in charge of it before the loss or damage happened is not shown on **Your Certificate of Motor Insurance** as allowed to drive.
- Loss or damage resulting from **Your Vehicle** being repossessed by, or returned to its rightful owner.
- Loss or damage caused intentionally by you or any member of **Your** family, or loss or damage someone else causes with **Your** permission or encouragement.
- Loss or theft of petrol or diesel fuel.
- Loss of or damage to **Your Damage** caused by, or as a result of mis-fuelling.
- 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 without delay and a crime reference number obtained.
- Liability for any further damage which is caused by driving, or attempting to drive, **Your Vehicle** if damaged or in an unroadworthy condition.
- The cost of repairing, replacing or improving any parts of **Your Vehicle** if they have not been damaged.
- Damage to **Your Vehicle** caused by vermin, insects, mildew or fungus.
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in **Your Vehicle**.
- Any loss, theft, damage, impairment, disablement or loss of use of **Your Vehicle** caused (whether deliberately, maliciously or otherwise) by:
 - i. the use of, or failure of, any application, software, or programme in connection with **Your Vehicle**, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
 - ii. the use of, or failure of, any electronic device connected to **Your Vehicle** (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
 - iii. any computer virus, ransomware, code or software;
 - iv. theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
 - v. any threat, deception or hoax relating to i., ii., iii., and/or iv. Above.



Section 3 - Fire and Theft

Loss of or damage to **Your Vehicle** caused by:

- a. **Fire**.
- b. **Theft** or any attempted **Theft** provided **You** notify the police as soon as possible.

Exceptions to Section 3

- Wear, tear or loss of value.
- Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- Any reduction in the value of **Your Vehicle** following damage whether it was repaired or not.
- Damage to any telephone, 2 way radio, television, video, traffic information system carried in **Your Vehicle**.
- The cost of repair, replacement or improvement of any parts of **Your Vehicle** not actually damaged in the incident for which **You** are claiming.
- The cost of repair or replacement of any non-standard parts fitted to **Your Vehicle** which is not appropriate to the disclosed form of motorsport.
- Damage to **Your Vehicle** due to the impounding or destruction by an authorised authority.
- Damage to **Your Vehicle** if it is taken or driven without Your permission by any member of **Your** family or partner or anyone living in **Your** home, unless you've reported them to the police for doing so.
- The amount of any **Excess** shown in Excesses above and in **Your Schedule**.
- Loss or damage when **Your Vehicle** is left unattended if the last person in charge of it before the loss or damage happened is not shown on **Your Certificate of Motor Insurance** as allowed to drive.
- Loss or damage resulting from **Your Vehicle** being repossessed by, or returned to its rightful owner.
- Loss or damage caused intentionally by You or any member of **Your** family, or loss or damage someone else causes with **Your** permission or encouragement.
- 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 without delay and a crime reference number obtained.
- The cost of repairing, replacing or improving any parts of **Your Vehicle** if they have not been damaged.

Special Conditions applying to Sections 2 and 3

Repairs

- If **Your Vehicle** cannot be driven because of damage covered by this insurance **We** will pay the reasonable cost of transporting it to the nearest competent repairer. **We** will not be responsible for any further damage caused by driving or attempting to drive **Your Vehicle** in a damaged or non-roadworthy condition.
- **We** will choose whether to repair or replace **Your Vehicle** or pay **You** an amount for the loss or damage.
- **Market Value** - **We** will pay **You** the **Market Value** of **Your Vehicle** at the time of the accident.
- If **We** know **You** are still paying for **Your Vehicle** under a Hire Purchase or Lease agreement and **We** choose to make a payment for the total loss or destruction of **Your Vehicle** **We** will pay the claim to **Your Vehicle's** legal owner.



Section 4 - Windscreen Damage

You may claim for damage to **Your Vehicle**'s windscreen or windows, and for any bodywork scratched by broken glass from the window or windscreen. This cover does not apply to damaged sunroofs, roof panels, lights or reflectors, whether glass or plastic.

- If the replacement is carried out by a windscreen repairer approved by **Us**, **You** will have unlimited cover and will only have to pay the **Excess** shown on **Your** policy **Schedule**. **You** should phone the windscreen helpline shown in the list of emergency helplines **We** sent with **Your** insurance documents;
- If the glass is repaired by an approved windscreen repairer, **You** will have unlimited cover and will not have to pay anything yourself;
- If the repair or replacement is carried out by any other repairer, **You** will have to pay the windscreen **Excess** shown on **Your** policy **Schedule** and there may be a limit to the amount **We** will cover. The cover limit will be shown on **Your** policy **Schedule**.
- Where possible **We** try to repair windscreens at a place which is convenient for **You**. However, if **Your Vehicle** has a built in safety system, such as an advanced driver assistance system, this may need to be reset once a windscreen has been replaced. If this is the case, **We** will arrange for this to be carried out.



Section 5 - Medical Expenses

We will pay up to £250 for each person in **Your Vehicle** for medical treatment needed as a result of injury caused in an accident involving **Your Vehicle**.



Section 6 – Personal Accident

If **You** or **Your** spouse/domestic partner suffer accidental bodily injury while getting into, out of, or travelling in **Your Vehicle** **We** will pay to the injured person £10,000 if, within three months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of any limb
- The most **We** will pay any one person after any accident is £10,000.
- The most **We** will pay any one person during any one period of insurance is £10,000.
- If **You** or **Your** spouse/domestic partner has any other policies with **Us** in respect of any other vehicle(s) the injured person will only be able to obtain compensation for their injuries under one policy.

Exceptions to Section 6

This Personal Accident insurance does not cover:

- Corporate bodies or firms;
- when this policy is in the name of a company;
- 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 7 - European Motoring

European Use

This policy provides the minimum cover **You** need by law to allow **You** to use **Your Vehicle** in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union.

Your policy will also provide the cover **You** have chosen ('Comprehensive') in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union for 30 days per policy period.

Insurance cover

This insurance is extended to apply to claims arising:

- in any country which **We** have agreed to provide cover for; and
- while **Your Vehicle** is being transported (including loading and unloading) between ports in countries where **You** have cover, as long as **Your Vehicle** is being transported by rail or by a recognised sea route, for 65 hours or less.

Customs duty and other charges

If **Your Vehicle** suffers any loss or damage covered by this insurance while it is in any country **We** have agreed to provide cover for, **We** will refund any customs duty **You** have to pay after temporarily importing **Your Vehicle** into any of the countries where **You** have cover.

If **You** take **Your Vehicle** abroad

All countries within the **Territorial Limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your Certificate of Motor Insurance** should, therefore, provide sufficient evidence that **You** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **You** visit.



Section 8 - Audio Cover

Audio, visual and phone equipment permanently fitted in **Your Vehicle** is also insured against loss or damage, but **We** will only pay the market value of the equipment at the time of the loss or damage. **We** will only pay up to £750 for items which are not fitted as standard by **Your Vehicle**'s manufacturer. **We** will not pay for loss of or damage to cassettes, compact discs, minidisks, DVD's or accessories used with the audio, visual or phone equipment.

For a claim under this section We may either:

- pay for the damage to be repaired;
- pay an amount of cash for **You** to replace the lost or damaged item; or
- replace the lost or damaged item.

You must first pay any Excess shown in the Schedule

The most **We** will pay will be either:

- the market value of **Your** audio equipment immediately before the loss, up to the cover limit; or
- the cost of repairing the audio equipment;

whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess You** have to pay.



Section 9 - No Claim Discount

If this is a yearly contract, and **You** do not claim under this insurance and **You** have not been involved in an accident which has or may result in a claim against **You**, **We** will give **You** a discount on **Your** renewal premium.

Claims Made

No Claims Discount between 1 and 5 Years – If **You** make only one claim in any period of insurance, any no claims discount which **You** have earned will be reduced at **Your** next renewal, as shown in table 1.

Protected No Claims Discount 5+ Years – No Claims Discount protection allows **You** to make two claims before **Your** number of no claims discount years fall. Please see table 2 for details.

Table 1	No Claim Discount at next renewal date <u>without</u> NCD Protection		
Current Number of years No Claim Discount	1 claim in the next 12 months	2 claims in the next 12 months	3 or more claims in the next 12 months
1 Year	0 Years	0 Years	0 Years
2 Years	0 Years	0 Years	0 Years
3 Years	1 Year	0 Years	0 Years
4 Years	2 Years	0 Years	0 Years
5 + Years	3 Years	1 Year	0 Years

Table 2	No Claim Discount at next renewal date with NCD protection				
Current Number of years No Claim Discount	1 claim in any 5 year period	2 claims in any 5 year period	3 claims in any 5 year period	4 claims in any 5 year period	More than 4 claims in any 5 year period
5 + Years - Protected	5 + Years Protected	5 + Years (loses protection)	3 Years	1 Year	0 Years

No Claims Discount protection 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.

If **We** consent to a transfer of this policy to another person, No Claims Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

Your No Claims Discount cannot be transferred to another person.

Claims under certain sections of **Your** policy may not impact NCD. **We** will not reduce **Your** no claims discount where the only payments made are for:

- Emergency medical treatment under the Road Traffic Acts and **Your Vehicle** recovery in the event of illness as provided under Section 5 - Medical Expenses.
- Repairing or replacing glass in **Your Vehicle**'s windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) as provided under Section 4 – Windscreen Damage.

Third parties may claim directly against **Us** as insurer in the event of an accident, involving **Your Vehicle** as permitted under the European Communities (Rights Against Insurers) Regulation 2002. In these circumstances **We** deal with any claim, subject to the terms and conditions of **Your** policy. This may affect **Your** no claims discount.

You are reminded of **Your** responsibilities to report any accident, injury, loss or damage to **Us** as soon as possible so **We** can tell **You** what to do next.



Section 10 - FJ+ Optional Cover Extensions

Track Day Top Up 2

(**Your Schedule** will confirm if this cover is in force)

Cover is provided for an additional 2 track days.

Your Vehicle must be registered for road use and fulfil UK construction and use regulations.

Cover whilst on a track day is reduced to Accidental Damage cover ONLY. There is no liability to third parties.

Excess on track is £1,000 or 10% of **Your Vehicle** value as shown on **Your Schedule**, whichever is greater.

In the event of a track day claim the excess applied for any subsequent events will increase to £2,000 or 20% of **Your Vehicle** value as shown on **Your Schedule**, whichever is the greater. This cover is subject to **Us** being notified in advance and approving the details of the event, organisers and venue.

The maximum amount payable for a track day claim is £50,000.



Section 11 - General Exceptions

Your policy does not cover the following:

- 1 Any accident, injury, loss or damage while **Your Vehicle** that is insured under this policy is being:
 - (a) used otherwise than for the purposes described under the 'Limitations as to use' section of **Your Certificate of Motor Insurance**.
 - (b) driven by any person other than anyone who is described under the section of **Your Certificate of Motor Insurance** headed 'Persons or Classes of Persons entitled to drive'.

We will not withdraw this cover if the injury, loss or damage was caused as a result of **Your Vehicle** being stolen or having been taken without **Your** permission.
 - (c) driven by **You**, unless **You** hold a licence to drive **Your Vehicle** and are complying with the terms of the licence.
 - (d) driven by anyone else with **Your** general consent who, to **Your** knowledge, does not have a licence to drive **Your Vehicle** or is not complying with the terms of the licence.
- 2 Any liability **You** have accepted in an agreement which **You** would not have had if that agreement did not exist.
- 3
 - (a) Loss or destruction of, or damage to, any property or any associated loss or expense, or indirect loss; or
 - (b) Any legal liability that is directly or indirectly caused by, contributed to, or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
 - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the Road Traffic Acts.

- 5 Any accident, injury, loss or damage (except under Section 1) arising during or as a result of:
- (a) an earthquake
 - (b) a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Acts.
- 6 Any accident, injury, loss or damage if **Your Vehicle** is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 7 **Pollution**
We will not pay for any loss, damage or liability caused directly or indirectly by pollution or contamination however caused other than cover needed by the Road Traffic Acts or any other Laws that apply to motor insurance.
- 8 **Airport Use**
We will not pay for any loss, damage or liability arising while **Your Vehicle** covered by this insurance is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment areas or the customs examination areas of international airports.
- 9 **Sonic Bangs**
We will not pay for loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 10 **Criminal Acts**
We will not pay for any loss damage or liability caused while **Your Vehicle** is being used by **You** or any insured person for any criminal activity.
- 11 **Your Vehicle** will only be covered if **You** are using it in a way agreed on **Your Certificate of Motor Insurance**, or any Endorsements shown on **Your Schedule**.
- 12 **We** will not pay for any loss damage or liability caused while **Your Car/Commercial Vehicle** is being used in any race, rally, competition, trial or similar motoring event.
- 13 **We** will not pay for any loss damage or liability caused while **Your Vehicle** is being driven or used on any race track, rally test circuit or on any off road race course
- 14 **We** will not pay for any loss damage or liability caused to **Your Vehicle** when being driven with a greater load or higher number of passengers than the vehicle manufacturer's handbook states the vehicle is designed for or when towing a trailer that is not in a road worthy condition and/or which is overloaded (according to the manufacturer's specifications) and/or has unsecured loads.



Section 12 - General Conditions

Claims Procedure

- 1** As soon as reasonably possible after any accident, injury, loss or damage (including glass damage), **You** or **Your** legal personal representatives must telephone **Us** giving full details of the incident.
Any communication **You** receive about the incident should be sent to **Us** immediately. **You** or **Your** legal personal representatives must also let **Us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
- 2** **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without **Our** written consent. If **We** want to, **We** can take over and conduct in **Your** name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for **Our** own benefit to recover any payment **We** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **Us** all the information and assistance necessary for **Us** to achieve a settlement.
- 3** **You** must tell the police immediately if any property is lost, stolen or damaged.

Important Notice - Information We need to know about

- 4** **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.
If the information provided by **You** is not complete and accurate:
 - **We** may cancel **Your** policy and refuse to pay any claim, or
 - **We** may not pay any claim in full, or
 - **We** may revise the premium and/or change the compulsory **Excess**, or
 - the extent of the cover may be affected.

Other Insurance

- 5** **We** will not pay claims where another insurance policy already covers the same claim.

Your duty to Prevent Loss or Damage

- 6 **You** shall at all times take all reasonable steps to safeguard **Your Vehicle** from loss or damage. **You** shall maintain **Your Vehicle** in road worthy condition and **Your Vehicle** must have a valid MOT if so required to have one. **We** shall have, at all times, free access to examine **Your Vehicle**.

Your duty to Comply with Policy Conditions

- 7 **Our** provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Fraud

- 8 If any claim is in any way fraudulent or if **You** or anyone acting on **Your** behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited nor return any premium to **You**. **We** may also take legal action against **You**.

Vehicle Parts

- 9 If **We** choose **We** may arrange for the repairer to use suitable parts and **Accessories** that are made by a company other than the manufacturer of **Your Vehicle**.
- 10 If **Your Vehicle** is damaged and a part or accessory cannot be repaired or replaced, **We** will only pay **You** the amount shown in the manufacturer's last United Kingdom list price. If **We** know that **Your Vehicle** is an imported vehicle which **We** have agreed to cover, and the damaged part or accessory has never been available in the United Kingdom **We** will only pay the manufacturer's list price in the country **Your Vehicle** came from. **We** will not pay the cost of importing any part or accessory needed to repair **Your Vehicle**.

11 Choice of Law

The law of England and Wales will apply to this contract unless:

- **You** and **Us** agree otherwise; or
- at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.



Section 13 - Cancellation

Your Cancellation Rights

You may cancel this insurance at any time by phoning or writing to Footman James. If **You** cancel within 14 days of receiving this document and **You** have not made a claim for a total loss, **You** will receive a refund as explained on page 26.

If **You** cancel after this period but within the first year of insurance and have not made a claim and will not be making a claim, and have not gone over any mileage limit, **We** will work out the refund due in line with the table shown below.

If **You** cancel **Your** policy in the second or any subsequent years of insurance **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis.

Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.

If **You** have made a claim or have gone over **Your** mileage limit **We** will not give **You** a refund.

To exercise **Your** right to cancel, please contact: Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill, DY5 1LX or telephone 0333 207 6000.

Cancellation by Us

We (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this policy and/or any additional cover options, where there is a valid reason for doing so, by sending at least 7 days' written notice to the last known postal and/or email address of the policyholder setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments). If premiums or instalment payments are not paid when due **We** will write to the policyholder requesting payment by a specific date. **We** will give **You** at least 14 days' notice in writing if **We** intend to cancel due to non-payment of instalments. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud.
- Where the persons insured fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims Procedures' section of the General Conditions in this policy wording.

- Where the policyholder has not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Contract of Insurance' and 'Information and changes **We** need to know about' section in the policy wording and the separate 'Consumer Terms of Business' notices supplied.

If **We** cancel the policy and/or any additional cover options under this section and **You** have not made a claim and will not be making a claim the policyholder will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for the cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. Footman James will charge a cancellation fee.

IMPORTANT NOTICE – The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows Us to cancel the policy sometimes back to its start date and to keep any premiums paid.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

It is the policyholder's responsibility to notify all persons insured that this policy has been cancelled.

Short Period Rates – First Year Only

Period in Force	Up to one month	Up to two months	Up to three months	Up to four months	Up to five months	Up to six months	Up to seven months	Up to eight months	Over eight months
Percentage of annual premium covering that period	25%	35%	45%	55%	65%	75%	85%	95%	Full premium
Percentage of Refund	75%	65%	55%	45%	35%	25%	15%	5%	Nil

Pro-rata – Second and any subsequent years of insurance

$$\frac{\text{Premium} \times \text{no. of days remaining}}{365 \text{ days}} = \text{refund} - \text{cancellation charge}$$



Section 14 - Important Information

Complaints

If **You** have cause to complain, please phone Footman James on

0333 207 6101 or write to the Director at Footman James. Footman James will send **You** details of who will be dealing with **Your** complaint. If

You would like a copy of Footman James' complaints procedure, phone 0333 207 6101 or write to the address shown below.

Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX.

If **Your** complaint needs a response from **Us**, Footman James will send **Us** details of **Your** complaint and give **You Our** contact details. If **You** would like a copy of **Our** complaints procedure, please write to **Us** at the address shown in **Your Certificate of Motor Insurance**. Footman James can also give **You Our** address and phone number.

If **You** are still not satisfied after receiving a final decision, or if **We** have not issued **Our** final response within eight weeks from **You** first raising the complaint, **You** may be able to refer **Your** complaint within 6 months to the Financial Ombudsman Service. To refer **Your** complaint, please write to:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Please note that if **You** don't refer **Your** complaint within six months, the Financial Ombudsman Service won't have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

These actions do not affect **Your** rights to take legal action if necessary.

How Footman James use your data

All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <https://www.footmanjames.co.uk/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

How KGM use your data

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

Email: 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.

Tel: 0303 123 1113 or 01625 54 57 45

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

Your Data

It is necessary to collect **Your** personal data so that Underwriters can assess/administrate the terms of **Your** policy, claims or losses. Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Please be aware that only where relevant **We** use and may share **Your** details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management

- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies **We** share **Your** data with will only use **Your** data for the purposes set out in **Our** Privacy Policy which can be viewed on **Our** website at www.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.

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.

Financial Services Compensation Scheme

We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Motor Insurance Database

Information about **Your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the information stored on it may be used by certain legal or authorised bodies (including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies authorised by law) for purposes including but not limited to electronic licensing, continuous insurance enforcement, law enforcement (preventing, detecting, apprehending and prosecuting offenders), providing government services and other services aimed at reducing uninsured driving. If **You** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and the MIB may search the MID to get relevant information. People (including their appointed representatives) considering or making a claim after a road traffic accident (including citizens of other countries) can also get relevant information which is held on the MID. It is vital that the MID holds **Your** correct registration number. If it is not shown correctly on the MID, there is a risk that **Your Vehicle** could be seized by the police. **You** can check that **Your** correct vehicle details are on the MID by visiting the website at www.askmid.com. **You** should show this notice to anyone insured to drive the vehicle covered under the policy.



Footman James
Waterfront Business Park,
First Floor, Unit 7,
Waterfront Way,
Brierley Hill DY5 1LX
Tel. 0333 207 6114
footmanjames.co.uk



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