



Restoration, Storage & Transit Insurance Policy Wording

FJ/PB/RST/01/03/2025/V1406





Making a Claim

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, Essex, 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.



Introduction

This Restoration, Storage & Transit 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 Motor. 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 Motor 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 Motor is a trading 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, RM1 3NH



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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
Agreed Value	A fixed amount that We agree to insure Your Vehicle for in the event of total loss, subject to receipt and approval of satisfactory photographs and any other supporting evidence We may request (until such time Market Value will apply).
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.
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.
Period of Insurance	The period covered by this insurance (as shown in the Schedule) and any further period We accept Your premium for.
Pro-rata	Where a calculation is made proportionately.
Restoration	Removing, replacing or repairing parts of a vehicle to return it to a like new or better condition.
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.
Spare Parts	Items which are for Your Vehicle only and are in or attached to Your Vehicle , or in Your home, or Private Garage , at the time of the loss or damage.
Storage	The act of putting Your Vehicle away, when it is not in use, for an extended period of time.
Transit	Moving or transporting Your Vehicle , not under its own power.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).

TERM	DEFINITION
We, Us and Our	KGM Motor on behalf of Zurich Insurance Company Ltd.
You, Your	The person named as 'the insured' in the Schedule and as 'the policyholder' in any renewal notice applying to this insurance.
Your Vehicle	The insured vehicle specified in the Schedule .
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. Loss or Damage to Your Vehicle	✓	✓ *except accidental or malicious damage and vandalism	✗
3. 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** policy **Schedule** or any **Endorsement** that applies. The following uses are not covered:

- Racing, pacemaking, being in any contest or speed trial, or any reliability testing on **Your Vehicle**;
- Being trackside (in the restricted area or on the track) at a motor racing circuit, unless **You** have told **Us** about this and **We** have agreed;
- Any purpose connected with the motor trade.



Section 1 - Liability to Others

We will insure **You** for all amounts **You** have to pay for:

- death of, or injury to, any other person; or
- damage to property;

as a result of any accident **You** have in the **United Kingdom** while **Your Vehicle** is appearing at organised rallies, shows, exhibitions and other public events.

Limits of cover for property damage

For any property damage claim or series of claims arising out of one incident, including for any direct or indirect loss, the most **We** will pay is £25,000,000 in total (£20,000,000 for damage and £5,000,000 for costs).

If a claim for property damage is made against more than one person covered by this insurance, **We** will first deal with any claim made against **You**.

If a number of claims are made against **You** for property damage arising out of any one cause, **We** may pay **You** up to £20,000,000, less any amount **We** have already paid as compensation. When **We** pay this amount, **We** will not take any further action connected with settling claims from that one cause.

We will pay any legal costs and expenses that have been run up with **Our** permission, up to the time **We** stop dealing with the claims.

Shows & Events

This policy covers **You** to take part in shows and events while **Your Vehicle** is temporarily out of the garage, cover also applies whilst **Your Vehicle** is temporarily in the pit lane and the paddock area. There is no cover if any claim arises whilst **Your Vehicle** is being used under its own power.

Exceptions to Section 1

This section of Your insurance does not cover the following:

- Loss of or damage to **Your Vehicle**, equipment or property belonging to (or in the care of) anyone **We** insure and who is making a claim under this part of the insurance.
- Anyone who can claim for the same loss from any other insurance.
- Any damage, death or injury caused while **Your Vehicle** is being driven or used under its own power.
- Any accident which the Road Traffic Act applies to.
- Any damage, death or injury arising outside the **United Kingdom**.



Section 2 - Loss of or damage to Your Vehicle

This cover only applies to Your Vehicle

We will insure **Your Vehicle** against loss or damage caused by:

- accidental or malicious damage or vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion;
- theft or attempted theft, or **Your Vehicle** being taken away without **Your** permission; or
- whilst in the course of **Transit** by road or sea, to and from competitions, exhibitions, race preparation facilities, repair and body shops and other similar facilities.

This cover only applies while **Your Vehicle** is kept in the locked garage that **You** have told **Us** about and which is shown on the **Schedule**. Storage buildings must be locked, and keys must be removed from the vehicle and the building. **Your Vehicle** is also covered while it is temporarily out of the garage to and from competitions, exhibitions, race preparation facilities, repair and body shops and other similar facilities, in the **United Kingdom**.

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 the **Excess** shown in the **Schedule**.

The most We will pay will be either:

- The **Market Value** of **Your Vehicle** immediately before the loss, up to the value shown; or
- The cost of repairing the vehicle;

Whichever is less.

We will not pay the cost of any repairs or replacement which improves **Your Vehicle** to a better condition than it was 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.

Repairs

If **Your Vehicle** is damaged in a way which is covered by this insurance, phone the Motor Insurance Incident Helpline on the number shown in Important Contact Information and in the list of emergency helplines **We** sent with **Your** insurance documents or contact Footman James.

Spare Parts

Your Vehicle's Spare Parts and **Vehicle's** accessories (including the maker's tool kit and vehicle's safety equipment) are insured up to £250 against loss and/or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your Spare Parts** and **Your Vehicle's** accessories being taken away without **Your** permission.

This applies to **Spare Parts** which are used in connection with **Your Vehicle** and to **Your Vehicle's** accessories which are kept in or on **Your Vehicle** and fall within the cover limits, providing that they are kept in **Your** locked private garage or other locked building that **You** have told **Us** about.

To make a claim for the above You must:

- Keep **Your Spare Parts** and vehicle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Vehicle**.

For a claim under Spare Parts 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 Spare Parts** and accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the **Spare Parts** and accessories;

Whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or **Your Vehicle's** 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.

Tools

Your tools are insured up to £100 against loss and/or damage caused by:

- fire; or
- theft or attempted theft or **Your** tools being taken away without **Your** permission.

To make a claim for the above You must:

- Keep **Your** tools in a locked garage or building that **You** have told **Us** about.

For a claim under Tools 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** tools immediately before the loss, up to the cover limits; or
- The cost of repairing the tools;

Whichever is less.

We will not pay the cost of any repair or replacement which improves **Your** tools 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.

Total Loss

If **Your Vehicle** is considered to be a total loss (that is if the damage to the vehicle is so severe it would be unsafe to allow back on the road, or beyond economical repair), **We** will offer **You** a settlement amount. This insurance for **Your Vehicle** will end when **You** accept that offer. The vehicle then becomes **Our** property. **We** will let the insurance continue on a replacement vehicle as long as the details of **Your** new vehicle are acceptable.

Storing the vehicle after it becomes a total loss

If **Your Vehicle** is considered to be a total loss, **We** may store it in a safe place while **We** are arranging to pay **You**.

Financial Interest

If the vehicle is a total loss and it belongs to someone else or is under a hire-purchase or leasing agreement, **We** will normally pay up to the **Market Value** of the vehicle to the vehicle's legal owner.

Excess

If an **Excess** is shown in the **Schedule**, **You** have agreed to pay that amount towards each and every claim for loss or damage.

New Car Replacement

If **Your** car is less than one-year-old from the date of **You** buying it as new and it is either:

- Stolen or lost and not recovered; or
- Damaged so that repairs will cost more than 50% of the manufacturer's recommended retail price (including taxes);

We will replace **Your** car with a new car of the same make, model and specification, if one is available. If one is not available, **We** will pay the amount **You** bought the vehicle for or the current manufacturer's recommended retail price (including taxes), whichever is less. The lost or damaged car will then belong to **Us**. Cover will be provided as long as anyone with a financial interest in the car agrees. This insurance must be in the name of a person, not a company or partnership.

New Motorcycle Benefit

If **Your** motorcycle is stolen and not recovered or is damaged and the cost involved in the repair will be more than 70% of the purchase price (including motorcycle tax and VAT) at the time of the loss or damage **We** will replace **Your** motorcycle with a new motorcycle of the same make and model.

We will only do this if the motorcycle is less than 6 months old from the date of first registration as new in **Your** name and a replacement motorcycle is available. **We** will only replace **Your** Motorcycle if **You** and any other known interested parties agree. The motorcycle being replaced will then become **Our** property.

If **We** cannot obtain a replacement motorcycle of the same make and model **We** will pay **You** the purchase value of **Your** Motorcycle and it's fitted accessories and **Spare Parts** at the time of the loss or damage.

Transit by Road or Sea

Cover under this section starts from the time the vehicle is loaded onto the transportation unit and continues during the ordinary course of **Transit** and ceases upon completion of unloading at the final destination. Cover would start again upon commencement of loading onto the carrying unit for the return journey and continues until completion of unloading at the storage location.

There is no cover for loss or damage:

- Due to scratching, denting or surface defects, unless caused by an accident to the transportation unit;
- Whilst the motor vehicle is under its own power or under tow, other than for the purposes of loading onto, and unloading from the transportation unit;
- Due to theft or attempted theft not involving violent or forced entry/exit or where reasonable security precautions have not been taken.

Exceptions to Section 2

This section of Your insurance does not cover the following:

- Any road traffic accident **You** may have or **Your** liability to others arising in connection with **Your Vehicle**.
- The amount of any **Excess** shown in the **Schedule** or on the insurance documents, or both.
- Any claim arising while:
 - **Your Vehicle** is being driven or used under its own power; or
 - **Your Vehicle** is kept at a place which **You** own or occupy and which is not shown in the **Schedule**.
- Wear and tear, gradual deterioration, inherent defect, rust or oxidation, moth or vermin damage, warping or shrinkage, fault or breakdown of **Your Vehicle**.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Loss or damage by someone obtaining **Your Vehicle** by fraud or deception.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- Damage to tyres.
- Damage due to liquid freezing in the cooling system.
- Any indirect loss.
- Any loss or expense due to bad workmanship.
- Any amount above the last known list price of the part or accessory plus the reasonable cost of fitting it.
- Loss resulting from the vehicle being repossessed and returned it to its rightful owner.
- Loss of or damage to **Your Vehicle** by theft or attempted theft, or by a person taking it, if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, sunroof or roof panel open;
 - it is a convertible vehicle and the roof has been left open; or
 - reasonable precautions have not been taken to protect **Your Vehicle**.
- Theft or attempted theft not involving violent or forced entry/exit.
- Any loss or damage that is also covered by any other insurance.

- Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
- Direct or indirect loss or damage caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the **United Kingdom**;
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment; or
 - pressure waves caused by aircraft and other flying objects.
- Any loss arising outside the **United Kingdom**.
- Loss of or damage to **Your Vehicle** caused by, or as a result of mis-fuelling.
- Loss or theft of petrol or diesel fuel.
- 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 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.



Section 3 - FJ+ Optional Cover Extensions

Agreed Value

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

If **Your Vehicle** is lost or a total loss, and the value of **Your Vehicle** has been agreed (only if this is shown on **Your Schedule**), **We** will pay **You** the amount shown on **Your** policy **Schedule** upon settlement of the relevant claim regardless of the **Market Value** at the time of the loss. The Main Insurance Policy **Excess** applies.



Section 3 - FJ+ Optional Cover Extensions Continued

Spare Parts 2, 5 and 10 (Your Schedule will confirm if this cover is in force and the level of cover in force)

Your Vehicle's Spare Parts and fitted accessories (including the maker's tool kit and vehicle's safety equipment) are insured up to £2,000, £5,000 or £10,000 (dependent on the level of cover selected) against loss and/or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your Spare Parts** and fitted accessories being taken away without **Your** permission.

This applies to **Spare Parts** which are used in connection with **Your Vehicle** and other vehicles that **You** own (other vehicles that are owned by and registered to **You**, but not insured by this policy) and to fitted accessories which are kept in or on **Your Vehicle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about.

To make a claim for the above You must:

- Keep **Your Spare Parts** and vehicle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Vehicle**.

This cover is also provided in the same way for **Spare Parts** and accessories taken temporarily away from the home address up to a limit of £2,000.

For a claim under Spare Parts 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 Spare Parts** and accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the **Spare Parts** and accessories;

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 4 - General Exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following:

- 1 Any liability **You** have accepted under an agreement or contract unless **You** would have had the liability anyway.
- 2 Any liability that is also covered by any other insurance.
- 3 Any result of war.
- 4 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the **United Kingdom**;
 - an act of terrorism, as defined in the UK Terrorism Act 2000;
 - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment; or
 - pressure waves caused by aircraft and other flying objects.
- 5 Any liability for loss of or damage to property arising directly or indirectly from pollution or contamination, unless it is directly caused by and event which is sudden, can be identified, is unintended and is unexpected. The whole event must happen at a specific time and place during the **Period of Insurance**. **We** will treat all pollution or contamination arising from one event as having happened at the time of the event. The insurance does not cover claims arising from pollution or contamination that happens as a result of deliberately releasing substances, or as a result of leaks from **Your Vehicle** because it has not been maintained properly.
- 6 Any liability, loss or damage arising while any motor vehicle is being used in any place where aircraft take off, land or park including any associated service roads, refueling areas, ground equipment areas or the customs examination areas of international airports.



Section 5 - General Conditions

The following conditions apply to the whole of the insurance.

- 1 **We** will provide the cover described in this insurance document only if:
 - anyone making a claim has met all of the conditions in this document; and
 - the information **You** gave on **Your** proposal form and declaration or statement of insurance is, as far as **You** know, correct and complete.
- 2 **Your** premium is based on the information **You** supplied at the start of the insurance and the information **You** supply each time it is renewed. If **You** have failed to give **Us** complete and accurate information at the start of the insurance or when **You** renew it, this could lead to **Your** claim being refused or the insurance not covering **You**.
- 3 If **You**, or anyone acting for **You**:
 - make a claim which **You** or they know is false, fraudulent or exaggerated; or
 - provide false or stolen documents to support a claim;**We** will not pay the claim and this insurance will end.
- 4 After any loss, damage or accident **You** must give **Us** full details as soon as possible. **You** must also give **Us** any information and help that **We** ask for.
- 5 **Choice of Law**
The law of England and Wales will apply to this contract unless:
 - **You** and the **Insurer** 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.
- 6 **You** must immediately send **Us** every communication about a claim (including any letter, writ or summons) without answering or responding to it. **You** must also tell **Us** if **You** know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.
You must not admit to, negotiate on or refuse any claim unless **You** have permission from **Us**.
- 7 **You** must take all reasonable steps to protect **Your Vehicle** from loss or damage and to maintain it in an efficient and roadworthy condition. **We** can examine **Your Vehicle** at any reasonable time.

8 We can:

- take over, conduct, defend or settle any claim; and
- take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance.

We will take this action in **Your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **We** use, must co-operate with **Us** on any matter which affects this insurance.

9 If **We** accept **Your** claim, but **You** and **We** disagree with the amount due to **You**, the matter may be passed to an arbitrator **We** both agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.

10 **We** or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to **Your** last known address. If **You** have not made a claim, will not be making a claim, and have not gone over any mileage limit, **We** will refund the part of **Your** premium that applies to the remaining period of the insurance (except for any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2,5 or 10). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.

11 If **You** have agreed to pay **Your** premium by instalments, **We** or Footman James can cancel **Your** policy if **You** do not pay an instalment when it is due. Before this happens **You** will receive notice of the missed instalment and be given the opportunity to pay the overdue amount. If **You** do not pay the overdue instalment within the time set out in the notice, **We** or Footman James may cancel **Your** insurance by sending seven day's notice, by recorded delivery, to **Your** last known address. If **You** have not made a claim, 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 Short Period rates table shown overleaf. If **You** are in **Your** second year, or any subsequent years, **You** will receive a return of any premium **You** have paid less a charge for the number of days **You** have had cover for. The refund will exclude any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2,5 or 10). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.

12 **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 in Your Right To Cancel. If **You** cancel after this period and are within the first year of **Your** policy, **We** will work out the refund due in line with the Short Period Rates table shown below. If **You** cancel **Your** policy in the second, or any subsequent years, **You** will receive a return of any premium **You** have paid less a charge for the number of days **You** have had cover for. The refund will exclude any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2, 5 or 10. Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges. If **You** have made a claim, will be making a claim or have gone over **Your** mileage limit **We** will not give **You** a refund.

13 If, under the law of any country which this insurance covers **You** in, **We** must settle a claim which **We** would not otherwise have paid, **We** may recover this amount from **You** or from the person who made the claim.

14 If **Your Vehicle** is stolen, **You** must tell the police as soon as possible.

15 If **You** make a claim for any liability, loss or damage that is also covered by any other insurance, **We** will only pay **Our** share of the claim. This condition does not apply to personal accident benefits, as described in section 4 and as shown otherwise in the first exception to section 1.

16 If **You** make any changes to this policy, or cancel it, Footman James, may charge **You** an administration fee. Details of Footman James' fees and charges are given in Footman James' documents.

Cancellation Terms - Short Period rates within First Policy year

Period You have had cover for	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	Over 6 months
Percentage of annual premium covering that period	33.3%	33.3%	33.3%	66.7%	66.7%	Full premium
Percentage of refund	66.7%	66.7%	66.7%	33.3%	33.3%	Nil

Cancellation Terms - Second Policy year onwards

Pro-rata return of any premium you have paid less a charge for the number of days you have had cover for, plus Insurance Premium Tax



Section 6 - 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.

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

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 Motor 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 Compliance Officer, KGM Underwriting Services Ltd, 2nd Floor, St James House, 27 – 43 Eastern Road, Romford RM1 3NH
e-mail: DPO@KGMUS.co.uk

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at:

Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Tel: 0303 123 1113 or 01625 54 57 45

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

Your Data

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

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

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

- Underwriting
- Fraud Prevention
- Claims Management

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

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

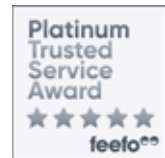
We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. **You** can get more 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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