



# Specialist Vehicle Insurance Policy Wording

FJ/PB/SVI/01/03/2025/V1014





# 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](mailto: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.

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](mailto: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 Vehicle Insurance Policy is arranged by Footman James (a trading name of Advisory Insurance Brokers Limited).

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
<b>Agreed value</b>	A fixed amount that <b>We</b> agree to insure <b>Your Vehicle</b> for in the event of total loss, subject to receipt and approval of satisfactory photographs and any other supporting evidence <b>We</b> may request (until such time <b>Market Value</b> will apply).
<b>Certificate of Motor Insurance</b>	A document which is legal evidence of <b>Your</b> insurance and forms part of the contract of motor insurance. It must be read with this document.
<b>Endorsement</b>	A change in the terms of this insurance. An <b>Endorsement</b> replaces the relevant wording in this document and is printed on, or issued with, the most recent <b>Schedule</b> .
<b>Excess</b>	An amount <b>You</b> must pay towards the cost of a claim under this insurance.
<b>Main Insurance Policy</b>	The motor insurance policy issued by Footman James.
<b>Market value</b>	The cost of replacing <b>Your Vehicle</b> with another of a similar make, model, age, mileage and condition as at the time of the loss or damage.
<b>Partner</b>	<b>Your</b> husband, wife, civil partner or person with whom <b>You</b> have a relationship with as if married and who is living at the same address as <b>You</b> . This does not include any business partners or associates unless <b>You</b> also have a relationship with them as described above.
<b>Period of insurance</b>	The period covered by this insurance (as shown in the <b>Schedule</b> ) and any further period <b>We</b> accept <b>Your</b> premium for.
<b>Private Garage</b>	A garage located at <b>Your</b> home address or any other garage that <b>You</b> own or rent.
<b>Pro-rata</b>	Where a calculation is made proportionately.
<b>Road Traffic Law</b>	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.



## Definitions Continued

TERM	DEFINITION
<b>Schedule</b>	The document showing the vehicle <b>We</b> are insuring, the cover which applies, the insured, the insurer, the document number, the premium and any <b>Endorsement</b> that applies. The latest <b>Schedule</b> forms part of the contract of motor insurance.
<b>Spare Parts</b>	Items which are for <b>Your Vehicle</b> only and are in or attached to <b>Your Vehicle</b> , or in <b>Your</b> home, or <b>Private Garage</b> , at the time of the loss or damage.
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).
<b>We, Us and Our</b>	KGM Motor on behalf of <b>Zurich Insurance Company Ltd.</b>
<b>You, Your</b>	The person named as 'the insured' in the <b>Schedule</b> and as 'the policyholder' in any <b>Certificate of Motor Insurance</b> or renewal notice applying to this insurance.
<b>Young or Inexperienced Drivers</b>	Drivers aged under 25 years, or drivers aged 25 or over and have held a full UK or EU driving licence for less than 12 months, or holds a provisional or a full licence issued by a country outside the European Union.
<b>Your Vehicle</b>	The insured vehicle specified in the <b>Schedule</b> or described in the current <b>Certificate of Motor Insurance.</b>
<b>Zurich Insurance Company Ltd</b>	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	✓	✗	✗
3. Medical Expenses	✓	✗	✗
4. Personal Accident Benefits	✓	✗	✗
5. Personal Belongings	✓	✗	✗
6. Hotel or Travel Expenses	✓	✗	✗
7. 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:

- Racing, pacemaking, being in any contest or speed trial, or any reliability testing on **Your Vehicle** (apart from road-safety rallies and treasure hunts);
- 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, unless this use is described as allowed in **Your Certificate of Motor Insurance**;
- Hiring out **Your Vehicle** in return for money;
- 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);
- Use on any derestricted toll road, including The Nurburgring.



# Section 1 - Liability to Others

## Driving Your Vehicle

**We** will insure **You** for all the amounts **You** may be legally liable to pay for:

- death of or injury to another person; or
- damage to property;

as a result of any accident **You** have while **You** are driving, using or in charge of **Your Vehicle**.

## Other people driving or using Your Vehicle

The following people are also insured:

- Any person **You** allow to drive or use **Your Vehicle**, as long as this is allowed by **Your** current **Certificate of Motor Insurance** and has not been excluded by an **Endorsement**, exception or condition;
- Any person who causes an accident while travelling in or getting into or out of **Your Vehicle** as long as **You** ask **Us**, after the accident, to cover the person;

as a result of any accident **You** have while **You** are driving, using or in charge of **Your Vehicle**.

## Static Display

**We** will provide cover when **Your Vehicle** is part of a static display (where it is parked and not being driven).

## Rallies

**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.

## Shows & Events

This policy covers **You** to take part in shows and events as long as there is no racing, pacemaking, speed-testing or time trials involved and the **Your Vehicle** is not used for hire and reward. **We** will also cover **You** to take part in charity events, providing that **You** are not being paid to attend and will not make a profit from attending, excluding money raised by the event for the charity. There is no cover for stages that take place off public roads, hill climbs, driving tests, trials, non-club organised regularity/navigation rallies or track/test days.



## 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.

## Legal costs

If **We** first agree in writing, **We** will pay:

- solicitor's costs for anyone **We** insure to be represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- unlimited costs for legal services to defend anyone **We** insure against any prosecution arising from any death; and
- all other legal costs and expenses **We** agree to.

**We** will only pay these legal fees if they arise from an accident that is covered under this insurance.

## Commuting

If **Your Certificate of Motor Insurance** allows you to use **Your Vehicle** for commuting, **We** will cover **You** and any named drivers for journeys to and from a permanent place of work. This policy does not cover **You** or any named drivers for journeys to multiple places of work.

## Business use

If **Your Certificate of Motor Insurance** allows **You** to use **Your Vehicle** for business use, **We** will insure **Your** employer or business partner against the events shown above under 'Driving **Your Vehicle**' while **You** are working for that employer or business partner but not while **You** are using a vehicle provided by the employer or business partner, unless that vehicle is shown in the **Schedule**.

## Legal personal representatives

After the death of anyone who is covered by this insurance, **We** will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

## Emergency medical treatment

**We** will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

## Towing

Under this section **We** will insure **You** and any authorised drivers while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law). **We** will not pay any claim arising from the following:

- Damage to or loss of the towed caravan, trailer or broken-down vehicle;
- Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle;
- A caravan, trailer or broken-down vehicle being towed in return for a payment;
- More than one caravan, trailer, or broken-down vehicle being towed at a time;

**We** will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to **Your Vehicle** by towing equipment made for that purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

## Exceptions to Section 1

**This section of Your insurance does not cover the following:**

- Death of or injury to the person driving **Your Vehicle** or in charge of **Your Vehicle** for the purpose of driving;
- Loss of or damage to **Your Vehicle** or any other vehicle that is in **Your** care, custody or control including any trailer, caravan or broken-down vehicle;
- Loss of or damage to property owned by, or in the care, custody or control of, **You** or any other person insured by this policy;
- Liability for the death of or injury to any person or loss of or damage to any property caused as a result of the deliberate use of **Your Vehicle**: – To cause damage to other vehicles or property; and/or – To cause injury to any person and/or to put any person(s) in fear of injury.
- Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where we must meet the requirements of **Road Traffic Law**.



## Section 2 - Loss 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 and vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your Vehicle** being taken away without **Your** permission.

### 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 Vehicle** immediately before the loss, this could be more or less than the value shown in the **Schedule** and **You** may have to pay an additional premium if the amount paid out is more than the amount **You** have stated the vehicle is worth; or
  - the cost of repairing the vehicle;
- 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.

### Transport after an accident

If **Your Vehicle** cannot be driven after an accident, **We** will pay the cost of taking **Your Vehicle** to the nearest suitable repairer and returning it to **You** last known address after the repair. Do not try to move the vehicle yourself if this could increase the damage. If damage is caused as a result of **You** trying to move **Your Vehicle**, **We** will not pay any extra cost arising from that damage.

## Registration Plates

**We** will pay the cost of replacing the registration plates fitted to **Your Vehicle** in the same style as the plates fitted before the loss or damage happened.

## Children's Car Seats

If **You** have children's car seats fitted in **Your Vehicle** and the vehicle is involved in an accident or damaged as a result of fire or theft, **We** will pay up to £250 (after taking off any **Excess** that applies to **Your** policy) towards the cost of replacing them, even if they do not seem to be damaged. To be able to claim for **Your** children's seats, **You** must also provide evidence that **Your Vehicle** has been damaged or stolen.

## Non-Standard Audio

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.

## Spare Parts

**Your Vehicle's Spare Parts** and fitted 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 fitted accessories being taken away without **Your** permission.

This applies to **Spare Parts** which are used in connection with **Your Vehicle** 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**.

**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.

## 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 the list of emergency helplines **We** sent with **Your** insurance documents or contact Footman James.

## 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 the **Market Value** of the vehicle to the vehicle's legal owner.

## Windscreen damage (comprehensive cover only)

**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.

- Where possible **We** try to repair windscreens at a place which is convenient for **You**. However, if **Your** car 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'll** arrange for this to be carried out.
  - 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 on the number 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**;
- If **We** pay under this part, this will not affect **Your** No Claims Discount.

## Excesses

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

## Extra Excesses for Young or Inexperienced Drivers

If **Your Vehicle** is damaged while a young or inexperienced person (including **You**) is driving, **You** will have to pay an extra **Excess** on top of any other **Excesses** which **You** may have to pay towards a claim. The extra amount **You** will have to pay will be shown on **Your** policy **Schedule**. **You** will not have to pay the extra **Excess** if the loss or damage is caused by fire or theft.

## Loss of or damage to other vehicles

**We** will not cover loss of or damage to any vehicle which **You** are driving or using and which **You** do not own, **You** are not buying under a hire-purchase agreement or is not leased to **You** (unless that vehicle is shown in the **Schedule**).

## European Motoring

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', 'Third Party, Fire and Theft' and 'Third Party Only') when **You** visit Iceland, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. There is no limit on the number of trips **You** can make in any **Period of Insurance**, but each trip must be for no more than 35 days. This cover only applies if **Your** permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and **You** and **Your vehicle** return to the **United Kingdom** within 35 days.

If **You** want to travel to any other country, **You** must tell Footman James. If **We** agree to cover **You**, **You** must pay **Us** any extra premium **We** ask for. **We** will then extend cover as follows.

### Insurance cover

This insurance is extended to apply to claims arising:

- in any country which **We** have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading) between ports in countries where **You** have cover, as long as the 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.

## Exceptions to Section 2

### This section of Your insurance does not cover the following:

- The amount of any **Excess** shown in the **Schedule** or on the insurance document or both.
- Compensation for **You** not being able to use **Your Vehicle** (including the cost of hiring another vehicle).
- Wear and tear of **Your Vehicle**.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Repairs or replacements which improve the condition of the vehicle.
- Damage to tyres, unless caused by an accident to **Your Vehicle**.
- Damage due to liquid freezing in the cooling system, unless **You** have taken reasonable precautions as set out in the vehicle manufacturer's instructions.
- Any loss or expense due to bad workmanship.
- Any amount above the last known list price of any part or accessory which is no longer available.
- The amount of any extra cost due to any parts or replacements not being available from stock held in the **United Kingdom**.
- Loss or damage by someone getting **Your Vehicle** by fraud or deception.
- Loss resulting from the vehicle being repossessed and returned to its rightful owner.
- Loss of or damage to **Your Vehicle**, its accessories and **Spare Parts** or its contents by theft or attempted theft, or by a person taking and driving it without **Your** permission 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; or
  - **You** have not taken reasonable precautions to protect **Your Vehicle**.
- Loss of or damage to **Your Vehicle** if it has been taken or driven without **Your** permission by a member of **Your** family or household, unless **You** report the person to the police for taking **Your Vehicle** without **Your** permission.
- Loss of or damage to **Your Vehicle** as a result of it being confiscated, disposed of or destroyed by or under the order of any government, public authority or local authority.
- Loss of or damage to **Your Vehicle** caused by, or as a result of mis-fuelling.
- Loss or damage to **Your Vehicle** if it is being driven by anyone (including **You**) who, at the time of the accident, is found to have a higher level of alcohol or drugs in their body than is allowed by law.



## Exceptions to Section 2 continued

### This section of Your insurance does not cover the following:

- 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;
- Liability for any further damage which is caused by driving, or attempting to drive, **Your Vehicle** if damaged or in an un-roadworthy condition;
- The cost of repairing, replacing or improving any parts of **Your Vehicle** if they have not been damaged;
- The cost of repairing or replacing any non-standard parts or modifications fitted to **Your Vehicle** that have not been disclosed to **Us** and agreed as covered by **Our** Underwriters;
- Damage to **Your Vehicle** caused by vermin, insects, mildew or fungus;
- 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 - Medical Expenses

We will pay up to £250 per person for the medical expenses of anyone who is injured while they are in **Your Vehicle** as a result of an accident involving **Your Vehicle**.



## Section 4 - Personal Accident Benefits

**We** will pay the following amounts if **You** or **Your Partner** are involved in a road traffic accident involving **Your Vehicle** which, within three months, results in **You** or them dying, losing a limb (arm or leg) or becoming blind in one or both eyes.

Type of injury	Amount We will pay
Death	£10,000
Loss of any limb	£10,000
Permanent blindness in one or both eyes	£10,000

The injury, death, loss of limb or blindness must:

- be directly connected with the accident; or
- have happened when **You** or **Your Partner** were travelling in, or getting into or out of, any other private motor vehicle.

The most **We** will pay for any one person is £10,000 per claim.

**We** will make the payment to **You** or **Your** legal personal representative. If **You** or **Your Partner** have the same cover under any other insurance contract with **Us**, **We** will only pay out under one contract.

This personal accident benefit does not apply to:

- death or injury caused by suicide or attempted suicide, a disease **You** would have had anyway or a condition or disability **You** already had; or
- death or injury while **You** or **Your Partner** are under the influence of drugs or alcohol; or
- death of or loss to any person not wearing a seatbelt when required by law.
- when this policy is in the name of a company;
- 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 5 - Personal Belongings

**We** will cover loss of or damage to clothing and personal belongings caused by fire, theft, attempted theft or an accident while they are in or on **Your Vehicle**. The most **We** will pay for any one event is £500. **We** will also pay up to an extra £500 to include personal belongings that are branded with the manufacturer or model of **Your Vehicle**. If the items which have been lost or damaged do not belong to **You**, **You** may ask **Us** to pay the benefit to the actual owner. If the owners accept **Our** payment, this will prove that **We** have paid the claim.

### This personal belongings cover does not apply to:

- Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates);
- Goods or samples carried in connection with any trade or business;
- Wear, tear and loss in value;
- Property left in a convertible or cabriolet car or a car with a removable hard top unless it is stored in a locked boot or locked glove compartment;
- Property **You** leave in **Your Vehicle** when it is unoccupied, and:
  - **Your Vehicle** is unlocked;
  - The windows or sunroof are open; or
  - The keys are inside or on **Your** classic car;
- Loss or damage to mobile phone or electronic navigation equipment;



## Section 6 - Hotel or Travel Expenses

If **Your** classic car cannot be driven after an accident or loss covered by this policy, **We** will pay:

- Up to £50 for each person travelling in **Your Vehicle** to stay in a hotel for one night if **You** cannot continue **Your** journey until the next day; or
- Travel expenses of up to £100 in total for everyone who was travelling with **You** in **Your Vehicle**.

The most **We** will pay for any one event is £100. **Your Excess** does not apply to this part of the policy.



## Section 7 - FJ+ Optional Cover Extensions

**Agreed Value** (Your Schedule will confirm if this cover is in force and the level of cover in force)

If **Your Vehicle** is lost or totally destroyed, 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. Restoration costs cannot be included and the vehicle must be complete. The **Main Insurance Policy Excess** applies.

**Driving Other Classics** (Your Schedule will confirm if this cover is in force and the level of cover in force)

**We** will also provide the cover shown in Section 1 – Liability to others, (only if this is shown in **Your Certificate of Motor Insurance**), while **You** are driving any private car that is aged more than 20 years old, that **You** do not own and have not hired under a hire-purchase agreement, as long as **You** have the owner's permission to drive the car. This extension only applies to the policyholder and not additional drivers named on the policy. This extension does not cover **You** to arrange the release of a motor car which has been seized by or on behalf of any government or public authority. (The only car **You** can arrange release of is the actual vehicle this policy applies to.)

Under this section **You** are not insured against the following:

- Any loss or damage to the vehicle **You** are driving;
- Any event which happens outside the **United Kingdom**;
- Any event which happens when the insurance is not in the name of an individual person;
- Any liability if **You** no longer have the insured vehicle;
- Any liability if **You** are covered by any other insurance to drive the vehicle.



## Section 7 - FJ+ Optional Cover Extensions Continued

### European Motoring 90/180 (Your Schedule will confirm if this cover is in force and the level of cover in force)

This policy provides the minimum cover **You** and any authorised drivers need by law to allow **You** and any authorised drivers 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', 'Third Party, Fire and Theft' and 'Third Party Only') when **You** and any authorised drivers visit Iceland, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. There is no limit on the number of trips that can be made in any **Period of Insurance**, but each trip must be for no more than 90 or 180 days. This cover only applies if **Your** permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and **You** and any authorised drivers and **Your vehicle** return to the **United Kingdom** within 90 or 180 days.

If **You** want to travel to any other country, **You** must tell Footman James. If **We** agree to cover **You** and any authorised drivers, **You** must pay **Us** any extra premium **We** ask for. **We** will then extend cover as follows.

#### Insurance cover

This insurance is extended to apply to claims arising:

- in any country which **We** have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading) between ports in countries where **You** have cover, as long as the **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** or any authorised driver have to pay after temporarily importing **Your Vehicle** into any of the countries where **You** have cover.



## Section 7 - FJ+ Optional Cover Extensions Continued

### Nil Deduction Salvage/ Nil Deduction Salvage Retention 100

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

Under Section 2 – Loss of or damage to **Your Vehicle**, if **Your Vehicle** is considered a total loss, **You** may have the option to retain the salvage of the insured **Vehicle** deduction free (only if this is shown on **Your Schedule** of insurance). This cover is only available for vehicles up to a value of £50,000 or £100,000. This will be salvage category dependent:

- Category A - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The vehicle must be crushed in its entirety. The salvage cannot be retained in this circumstance.
- Category B - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The shell, frame and chassis must be crushed. Usable parts can be recycled by a salvage disposer. The salvage cannot be retained in this circumstance.
- Category S - The vehicle has sustained damage to any part of the structural frame or chassis therefore the insurer has decided not to repair the vehicle. The salvage can be retained in this circumstance.
- Category N - The vehicle has not sustained damage to the structural frame or chassis and the insurer has decided not to repair the vehicle. There maybe some safety items that require replacement. The salvage can be retained in this circumstance.



## Section 7 - 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 £2000.

#### **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 7 - FJ+ Optional Cover Extensions Continued

### Track Day 1 and 3 (Your Schedule will confirm if this cover is in force and the level of cover in force)

This insurance also covers **Your Vehicle** for accidental damage, fire and theft, whilst **You** are participating in one or three Track Days in a policy year, at a Motorsports UK approved track that has its own Public Liability insurance in place. Cover is provided for **United Kingdom** Track Days only. **You** must be at least 30 years old and have previous track experience. There is no cover for competition either against other participants or against the clock. **You** are not covered for liability to other participants. No cover is provided for events not properly organised by a Club or Track Day Organiser. No cover is provided for damage to the engine, gearbox and transmission following mechanical or electrical breakdown or failure. There is no cover for stages that take place off public roads, hill climbs, driving tests, trials, non-club organised regularity/navigational rallies or track/test days.

#### The Excess applicable to Track Day 1 or 3 is increased to:

- 10% of the vehicles value; or
- 20% of the vehicles value (if **You** have previously had a claim on a Track); or
- £1500

whichever is the higher.

The maximum amount payable for a Track Day claim is £50,000

### Wedding Hire 2, 5 or 10 (Your Schedule will confirm if this cover is in force and the level of cover in force)

This insurance also covers **Your Vehicle** while it is being used to carry fare-paying passengers in connection with two, five or ten weddings in a policy year, as long as the wedding was booked beforehand.





## Section 8 - General Terms

### Payments for journeys (car sharing)

If **You** accept payments from passengers in **Your Vehicle**, this will not affect **Your** insurance cover if:

- **You** are giving them a lift for social or other similar purposes;
- the **vehicle** cannot carry more than nine people (including the driver);
- **You** are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments **You** receive for the journey does not provide a profit.

### Changing or adding a vehicle to this insurance

If **You** change the vehicle covered by this insurance or get another vehicle that **You** want the cover to apply to, **You** must tell Footman James before the cover can start. They will send **You** a new cover note or new Certificate of Motor Insurance. **You** are not insured until they have issued the new cover note or new **Certificate of Motor Insurance**. They will confirm any change in premium and send **You** a new **Schedule**.

### Removing a vehicle or cancelling this insurance

If **You** do not need the insurance cover any more, the cover will end when **You** tell Footman James.

### Uninsured loss recovery

If **You** have insurance under which **You** can recover any losses which are not covered under this insurance (such as **Your Excess**), **You** must tell **Us** about any payments **You** receive that are connected with any claim under this insurance. **You** must also tell **Us** about any legal proceedings.



## Section 9 - General Exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following:

- 1 Any liability, loss or damage arising while any motor vehicle covered by this insurance is being:
  - used for a purpose which it is not insured for;
  - driven by, or in the charge of, anyone who is not mentioned in the **Certificate of Motor Insurance** as a person entitled to drive, or who is not allowed to drive under an **Endorsement**;
  - driven by anyone (including **You**) who **You** know is disqualified from driving, or has never held a licence to drive the vehicle, or is prevented by law from having a licence or is not keeping to the terms and conditions of their licence;
  - used on any form of race track or circuit, unless **You** have told **Us** about this and **We** have agreed;
  - used for any off-road activity, except where the Road Traffic Acts apply;
  - kept or used in an unsafe or unroadworthy condition or without a current MOT certificate (if one is needed);
  - used while carrying an unsafe load;
  - used while carrying more passengers than it is designed to carry;
  - used to carry more than eight passengers (including the driver);
  - 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.
- 2 Any liability, loss or damage (apart from the minimum cover provided by section 7) that happens outside the European Union, Iceland, Norway or Switzerland (including Liechtenstein) unless **You** have paid an extra premium to extend **Your** cover outside these countries.
- 3 Any liability, loss or damage (apart from the minimum cover provided by section 1) that happens outside the **United Kingdom** but within the European Union, Iceland, Norway or Switzerland (including Liechtenstein) unless the journey is for 35 days or less, or **You** have paid an extra premium to extend **Your** cover.
- 4 Any liability **You** have accepted under an agreement or contract unless **You** would have had that liability anyway.
- 5 Any liability that is also covered by any other insurance.

- 6 Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power (except where **We** must provide the minimum cover needed under the relevant law).
- 7 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** (except where **We** must provide the minimum cover needed under the relevant law);
  - an act of terrorism, as defined in the UK Terrorism Act 2000, unless **We** must provide the minimum cover needed under the Road Traffic Act;
  - 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;
  - carrying any dangerous substances or goods which **You** need a licence from the relevant authority for (except where **We** must provide the minimum cover needed by law); or
  - pressure waves caused by aircraft and other flying objects.
- 8 Any proceedings brought against **You**, or judgment made against **You**, in any court outside the **United Kingdom**, unless the proceedings or judgment arise out of **Your Vehicle** being used in a foreign country **We** have agreed to provide cover in.
- 9 Any liability for loss of or damage to property, death, injury or illness arising directly or indirectly from pollution or contamination, unless it is directly caused by an 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. This exception does not apply where **We** must provide the minimum level of cover needed by law.



## Section 10 - 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 the conditions in this document; and
  - the information **You** gave on **Your** proposal form or statement of insurance and declaration 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** true, complete and accurate information, 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 <b>You</b> 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 11 - 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://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](mailto: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](http://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](http://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](http://www.askmid.com). **You** should show this notice to anyone insured to drive the vehicle covered under the policy.



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