

Motor insurance

Policy wording



Welcome

Thank you for buying motor insurance with Lifesure. We're a broker with over 40 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

Your agreement is based on the information that you provided when you applied for the policy and is reflected in the statement of insurance facts document that we've sent to you. It's important that this information is correct, so please take a moment to check through it. Do let us know if anything needs to change as soon as possible, as any inaccuracies or misrepresentation could lead to your insurer rejecting a claim or even voiding your policy. If you're happy, please keep all documents together, somewhere safe.

If there are any changes to your circumstances, please let us know as soon as possible. Your cover could be affected if you need to make a claim for something that we weren't aware of. You can see a list of the kind of things we need to hear about on page 8.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 9. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Customer Service Team

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About your policy

Introduction

Wherever any word or words within this policy appear in bold they will have the meanings shown in the Definitions on page 6.

This policy wording, along with your policy schedule form your agreement with us. These should be kept in a safe place.

Please read the whole policy carefully. It is arranged in different sections. It is important that:

- **You** check that the sections **you** have requested are noted as included in the **schedule**;
- **You** check that the information **you** have given **us** is accurate – see the “Information You Have Given **Us**” section;
- **You** comply with **your** duties under each section and under the insurance as a whole.

This insurance

You have applied to **us** for insurance and **your** policy sets out the details of the insurance which **you** have requested. In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

The insurance relates ONLY to those sections of this policy which are shown in the **schedule** as being included.

If the cover shown in **your schedule** is:

- Comprehensive: All parts of this policy apply;
- Third Party Fire and Theft: Part 1 applies when it relates to loss or damage resulting from fire or **your vehicle** being stolen or taken without **your** permission, and Parts 2, 6 and 7 apply;
- Third Party Only: Parts 2, 6 and 7 only apply.

About your insurer

Underwriters and Lifisure Group Limited agreement

This insurance is arranged by KGM Motor and 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.

For full details of the insurance terms and conditions, please refer to the Policy Wording Schedule this shows specific details of **your** policy and the cover(s) **you** have selected.

Lifisure Group Limited

Lifisure Group Limited is authorised and regulated by the Financial Conduct Authority. Details of **Lifisure Group Limited** may be checked on the Financial Services Register at fca.org.uk/register noting the Firm number 305038.

Lifisure Group Limited was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about the Lifisure Group, please visit **our** website at lifisure.co.uk.

Making sense of your policy: definitions

Wherever certain words are used in this policy and are highlighted by being shown in **bold** print, they have the meaning as defined below;

Approved Repairer

A repairer who is part of **our** approved repairer network.

Endorsement

A clause modifying the provisions of this insurance and stated in the **schedule** as applicable.

Excess

The amount stated in the **schedule** that **you** pay towards the agreed cost of any claim.

KGM Motor

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

Lifisure Group Limited

Lifisure Group Limited, 3 Fenice Court, Phoenix Park, Eaton Socon, St Neots, PE19 8EW registered and authorised by the Financial Conduct Authority Number 305038.

Over the air (OTA) updates

Software updates and settings wirelessly installed in **your vehicle** such as functionality, performance and safety updates.

Vehicle

The private passenger vehicle described in the **schedule** under the heading 'Description of Vehicle' and which has no more than 8 seats.

Period of insurance

The period shown in **your schedule** detailing the start and end date and time of this insurance.

Schedule

The **specialist motor schedule** document which is to be read in conjunction with this policy wording.

We/Us/Our/Underwriters

KGM Motor on behalf of Zurich Insurance Company Ltd, including any representative appointed by us to act on our behalf in respect of underwriting, administration and/or claims handling duties.

You/Your

The person(s) shown as the 'Insured' in the **schedule**. If there is more than one person shown as the 'Insured' in the **schedule**, this insurance applies both jointly and individually, but **our** total liability for all claims shall not exceed the limits stated in this policy.

Information you have given us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will cancel this policy giving you seven (7) days' notice in writing.

Where **we** reasonably suspect or have evidence of criminal or fraudulent activity, **we** may cancel **your** policy without any notice.

If **we** cancel due to **your** deliberate or reckless misrepresentation of any information or **you** fail to notify **us** of any change to information, **you** may not be entitled to any premium refund.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** policy, or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the Cancellation details below.

We or **Lifesure Group Limited** will write to **you** if **we**:

- impose policy cancellation or;
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

Lifesure Group Limited will issue a statement of facts document to **you** confirming the answers that **you** have provided to the questions **we** have asked.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **Lifesure Group Limited** immediately.

Changes to your information

Changes you must advise at renewal of this insurance

At renewal **you** must let **Lifisure Group Limited** know if any of the information **you** have provided has changed including convictions or endorsements or physical or mental impairments applicable to **you** and/or anyone insured under **your** policy. The information **you** have provided is recorded in a statement of facts document, a copy of which is issued to **you** with **your** policy.

Changes you must advise during the period of insurance

You must tell **Lifisure Group Limited** about the following before any such change occurs as **your** insurance will not be amended retrospectively:

- if the registered owner of **your vehicle** changes;
- if **you** replace **your vehicle**;
- If **you** modify **your vehicle** significantly improving its value, appearance, performance or handling;
- if the main driver changes or **you** wish to add an additional driver;
- if the way **you** use **your vehicle** change (for example **you** will be using **your vehicle** for business);
- if **you** move house or change the location where the **vehicle** is kept;
- if **you** change **your** occupation including part time work;

You will not be covered following the above changes unless **we** have agreed to provide cover, issued a **schedule** and, where appropriate, issued **you** a new Certificate Of Motor Insurance. This means that, if **you** do not advise **us** of any such change, **we** will determine if **your** failure to do so has been deliberate, reckless or careless and **your** policy may be affected in accordance with the 'Information You Have Given Us' clause on page 7.

Where **we** agree to **your** change, this may result in an additional or return premium. Please refer to **Lifisure Group Limited's** terms of business (which are provided with quotations and each time **your** policy is issued and also available online at lifisure.co.uk/terms) for details of additional administration fee charges that may apply.

If **your** change means that **we** can no longer provide cover, **we** will give **you** notice of cancellation in accordance with the Cancellation details on page 23.

How to make a claim

Reporting a claim

Telephone our UK based 24/7 claims assist line on 0333 555 5909 (if calling from abroad please dial +44 (0) 1702 444 312) who are authorised by **us** to handle claims on **our** behalf.

Importance of notifying incidents promptly

You must report all accidents and losses as soon as practicable. Legal procedures now make it vital that **you** report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. Heavy financial penalties may be imposed by the courts if **you** do not keep to these. This may affect **our** ability, as **your** insurer, to mount the best defence on **your** behalf.

Delay can involve **us** in higher costs which may go against **your** driving record. If the delay is in breach of any Important Condition of this policy or is extreme, **we** may refuse to cover **you**.

Important notes

- If **your vehicle** is damaged in a way which is covered under this insurance, ask for details of **our** nearest recommended repairers so that **you** can get **your vehicle** back on the road as soon as possible.
- Please do not admit that any accident was **your** fault.
- Please try to get the names and addresses of witnesses.
- Please take photographs of the accident scene if at all possible.
- Please send **us** as soon as practicable any letters, summonses, writs or notices **you** receive and do not answer them.

Claims conditions

Claims conditions are shown within the 'Important Conditions' section of this document on pages 10 to 11.

Permission to inspect your vehicle

Your obligation to permit **us** to inspect **your vehicle** is shown within the 'Important Conditions' section of this document on pages 10 to 11.

All insured persons duty to comply with policy conditions and endorsements

The obligation of any person claiming to be covered by this insurance to have kept to all policy conditions and **endorsements** and comply strictly and fully with all Important Conditions is shown within the 'Important Conditions' section of this document on pages 10 to 11.

Important conditions

There are conditions contained within this policy that must be complied with before **we** can be liable. These conditions either oblige **you** to act in a certain way, or specify an occasion upon which the validity of the policy or a claim depends.

If **you** breach any of these conditions **we** may:

- not pay **your** claim or any payment could be reduced;
- amend the terms of **your** policy. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** breach of condition;
- charge **you** more for **your** policy or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the Cancellation details shown on page 23.

These important conditions are listed below:

1. Claims condition

In the event of any incident which could result in a claim being made by **you** or against **you** under this policy:

- a) **You** must as soon as practicable telephone 0333 555 5909 (if calling from abroad please dial +44 (0)1702 444 312), quoting **your** certificate number. **You** must do this even if **you** do not plan to claim personally under this insurance or if damage to **your** own **vehicle** is not covered by this insurance;
- b) In the event of **your vehicle** being stolen or taken without **your** permission **you** must make a report to the police and get a crime reference number;
- c) **You** must send **us** any letter, notice, claim form, court proceedings, summons, writ or communication connected with any claim arising out of any event without responding. **We** will contact the people who wrote to **you**.
- d) If **you** know about any possible future prosecution, inquest or fatal accident enquiry, **you** must write and tell **us** immediately.
- e) **You** must not accept liability nor pay or agree to settle any claim without **our** written permission.
- f) **We** are entitled to:
 - take over and carry out the defence or settlement of any claim in **your** name, or in the name of any other person covered by this insurance;
 - take proceedings in **your** name, or in the name of any other person covered by this insurance, to recover any money **we** have paid under this insurance; and
 - any information and help **we** need from **you** or any other person covered by this insurance.

Our contact details are:

claims@kgmus.co.uk

Telephone: **0333 555 5909**

Important conditions cont'd

2. Your duty to prevent and mitigate loss condition

You and any other person who is covered by this insurance must do everything reasonably possible to:

- a) keep **your vehicle** in an efficient, safe and roadworthy condition;
- b) protect **your vehicle** from loss or damage; and
- c) ensure that any loss or damage incurred is limited to the minimum safely possible.

3. Permission to inspect your vehicle condition

You must allow us to examine **your vehicle** following **our** request to do so.

4. Temporary vehicle renewal condition

If a temporary motor vehicle is still in **your** possession at the time this insurance expires, **you** must renew the insurance to maintain cover for the temporary vehicle.

Part 1 Loss or damage

What is insured

- a) **Your vehicle** if it is damaged, or if it is stolen or taken without **your** permission.
- b) Accessories provided by the **vehicle** manufacturer as standard or equivalent replacements and spare parts fitted to **your vehicle** if they are damaged or if they are stolen or taken without **your** permission, provided that such items are included in the value shown in the **schedule**.
- c) **We** will at **our** option:
 - pay for the damage to be repaired; or
 - repair or replace what is stolen or damaged; or
 - pay the amount of the loss or damage.
- d) **We** will pay up to the market value at the time the loss or damage happened. **We** will not pay more than the amount **you** paid. **We** will not pay any costs which increase the market value of **your vehicle**.
- e) Where **we** have agreed to pay the market value of **your vehicle** and payment is made to **you** the **vehicle** will become **our** property.
- f) If **your vehicle** is under a hire-purchase or leasing agreement, **we** will make any payment for the total loss of **your vehicle** to the hire-purchase or leasing company.
- g) **We** will also pay the reasonable cost of taking **your vehicle** to the nearest repairer and returning it to **your** address after the repairs have been carried out subject to **our** contribution to such cost not exceeding £1,000.
- h) Provided that this insurance is still current, **we** will also temporarily insure any motor vehicle supplied to **you** under **our** recommended repairer network, whilst **your vehicle** is being repaired as a direct result of damage covered by this insurance. The cover for a motor vehicle supplied under this paragraph will be comprehensive, even if the insurance cover is third party, fire and theft, and may not exceed the market value.

It is **your** responsibility to notify **Lifasure Group Limited** immediately **you** are provided with a temporary motor vehicle whether this is provided by one of **our** approved repairers or otherwise. If the temporary motor vehicle is still in your possession at the time this insurance expires, **you** must renew this insurance to maintain cover for the temporary motor vehicle. This is an Important

12 Condition also shown on page 11.

What is not insured

- a) Loss of use, loss of market value for any reason, deterioration or wear and tear.
- b) Mechanical, electrical, electronic or computer faults, failures, malfunctions or breakdowns.
- c) Damage to tyres from braking or by road punctures, cuts or bursts.
- d) Loss of, or damage to, **your vehicle** as a result of it being stolen or taken without **your** permission at any time if:
 - an ignition key or any similar device is left in or on the **vehicle**; and/or
 - all doors, roofs, windows and all other openings including convertible roofs have not been closed and locked; and/or
 - any security or tracking device, which **you** have told **us** is fitted to **your vehicle**, has not been set or is not in working order; and/or
 - the annual network subscription for the maintenance contract of any tracking device has not been renewed.
- e) Loss of, or damage to, **your vehicle** as a result of someone obtaining it by fraud or trickery while pretending to be a buyer.
- f) Confiscation or destruction of **your vehicle** by, or under the order of, any government or public or local authority.
- g) Loss of **your vehicle** resulting from it being repossessed and returned to its rightful owner.
- h) More than £500 for permanently-fitted audio/visual equipment, computer or computer games, telecommunication and navigational equipment unless it is standard equipment for **your vehicle** when built and **your** insurance cover is comprehensive.
- i) More than £250 for permanently-fitted audio/visual equipment, computer or computer games, telecommunication and navigational equipment, if the insurance cover is third party fire and theft.
- j) Accessories provided by the **vehicle** manufacturer or equivalent replacements and spare parts unless in or on **your vehicle** or in **your** private garage at the time of loss or

Part 1 Loss or damage cont'd

What is insured

- i) If, within one (1) year of registration as new in **your** name, **your vehicle** is stolen and not recovered or is damaged and the cost involved in the repair will exceed 75% of the manufacturer's list price (including car tax and value added tax) at the time of loss or damage, **we** will replace **your vehicle** with a new vehicle of the same make and model provided that one is available.
- j) When carrying out repairs, **our** approved repairers will be entitled to fit parts made by other manufacturers they recommend for which they or the manufacturers offer a warranty.
- k) If **we** cannot get a replacement part or accessory, the maximum **we** will pay for any parts will be equal to the last United Kingdom manufacturer's list price for those parts. If the parts are not listed **we** will pay for similar replacement parts from the nearest compatible vehicle that is available in the United Kingdom.
- l) **We** will pay up to £1,000 in respect of any one event of damage to windscreen, windows or sunroof, such amount being deemed included within the value shown in the **schedule**. This limit is reduced to £200 if repair or replacement is not carried out by **one** of our approved repairers. If the replacement windscreen, windows or sunroof is unavailable, **we** may make settlement in cash.
- m) If **you** have comprehensive cover and you claim only for broken glass in **your vehicle** windscreen or windows or scratched bodywork caused by the broken glass, this will not reduce **your** no claim bonus. This does not include damage to sunroofs.
- n) If **you** have comprehensive cover and **you** claim only for loss or damage caused by vandalism occurring to **your vehicle** whilst it is away from **your** usual place of residence or work, this will not reduce **your** no claim bonus provided **you** provide **us** with a police crime reference and the police station to which the crime has been reported and **you** pay the **excess** and the damage has not been caused by another vehicle.
- o) **We** will pay up to £500 in respect of **your** reasonable and necessary accommodation expenses where an unplanned overnight stay is required following loss or damage covered by Part 1 of this insurance, provided such accommodation expenses are incurred within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

What is not insured

- k) Loss of, or damage to, any trailer or caravan, whether attached to or detached from **your vehicle**.
- l) The **excess** as stated in the **schedule**. Compulsory policy excess does not include any excess that is in addition to the compulsory excess. These include but are not limited to young and inexperienced driver excess and any excess applicable if **you** choose not to use one of **our approved repairers**.

Note: If **you** do not wish to use **our approved repairer** an additional excess of £250 will apply.
- m) Loss of or damage to catalytic converters resulting from **your vehicle** being filled with an incompatible type of fuel.
- n) Loss or damage to panoramic glass roofs.
- o) Loss of or damage to **your vehicle** keys, lock transmitter or entry card following theft of such item(s) whilst left in or on **your vehicle**.
- p) 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.
- q) Loss of, or damage to, **your vehicle** if you or any other driver permitted to drive the **vehicle** are:
 - (i) convicted of any drink-related or drug-related offence pertaining to the time of such loss or damage; or
 - (ii) driving under the influence of alcohol and/or drugs or any other substance and this is an offence under the driving laws of the country in which the loss or damage happens.

Part 1 Loss or damage cont'd

What is insured

- p) **We** will pay towards the cost of replacing **your vehicle** keys, lock transmitter or entry card following theft of such item(s) or **you** losing them and **we** will also pay for the corresponding door or boot locks, central locking system, ignition lock or steering lock to be replaced. The most **we** will pay is £500.
- q) **We** will pay the cost of **our** approved repairers providing a small courtesy car to **you** following an accident that is insured by this policy, provided that **we** will not cover the cost of a courtesy car:
- i. after **you** have had the courtesy car for a period exceeding fourteen (14) days; or
 - ii. after the time when **your vehicle** has been repaired and is available to **you**; or
 - iii. after **your vehicle** is declared a total loss or is stolen and not recovered; or
 - iv. if the loss or damage occurs outside of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

Part 2 Liability to others

What is insured

- a) **We** will insure **you** for all amounts (subject to the limits set out below) **you** legally have to pay for causing the death of, or injury to, any person or damage to their property as a result of an accident caused by **you** using or driving any vehicle which **your** Certificate Of Motor Insurance covers **you** to drive or use. This includes towing a trailer, caravan or broken-down motor car. This towing must be allowed by law and the vehicle being towed must be properly attached to **your vehicle**.
- b) **We** will provide the same insurance to anyone **you** allow to drive **your vehicle** if they are covered by **your** Certificate Of Motor Insurance.
- c) If **your** Certificate Of Motor Insurance allows it (and **you** are not in the motor trade or car-hire business) **we** will also insure **you**, for **your** liability to others, while **you** are driving a motor car or motor cycle **you** do not own or owned by **your** spouse/civil partner and which **you** have not hired under a hire-purchase or leasing agreement. **You** must have the owner's permission. **We** will not insure **you** if **you** no longer have **your vehicle** or if it has previously been damaged and it would cost more than its value to repair. **We** will not insure loss or damage to the vehicle **you** are driving.
- d) If anyone covered by this insurance dies, **we** will deal with any claims which are covered by this insurance made against that person's estate.
- e) As long as the claim is insured by this insurance, **we** will, with **our** prior written agreement (which **we** shall not unreasonably withhold or delay), pay for a solicitor or barrister to:
 - represent anyone insured hereunder at a coroner's inquest or fatal accident inquiry; or
 - defend anyone insured hereunder in a court.
- f) If there is an accident covered by this insurance, **we** will pay for emergency medical treatment that must be provided under the Road Traffic Acts. This will not reduce **your** No Claim Bonus.

What is not insured

- a) Liability for death of, or injury caused to, any person while they are working with or for anyone insured hereunder (except as set out in the Road Traffic Acts).
- b) More than **our** share of any claim which is also covered by another insurance.
- c) Liability for loss of or damage to property which belongs to, or is in the charge of, any person who is insured hereunder.
- d) Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- e) Liability for pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- f) Liability caused by acts of terrorism as defined in the Terrorism Act 2006 unless **we** have to provide cover under the Road Traffic Acts.
- g) Liability for more than £20,000,000 for damage to property and £5,000,000 for legal expenses and costs.
- h) Loss or damage to any trailer, caravan or vehicle **you** tow.

Part 3 Personal accident

What is insured

a) If **you** or **your** spouse/civil partner are accidentally injured while travelling in or getting into or out of the **vehicle** and this injury alone results within three (3) calendar months in:

- Death
- Permanent loss of sight in one or both eyes; or
- Loss of one or more limbs.

We will pay the injured person(s) or their legal representative £5,000.

b) The most **we** will pay in any **period of insurance** is £5,000

What is not insured

- a) Any person over 79 years of age or under 18 at the time of their injury.
- b) Any injury or death resulting from suicide or attempted suicide.
- c) If as a result of the accident **you** or **your** spouse/civil partner are convicted of any drink-related or drug-related offence.
- d) If at the time of an accident, **you** or **your** spouse/civil partner is driving under the influence of alcohol and/or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.

Part 4 Personal belongings

What is insured

We will pay up to £500 for personal belongings, clothing, rugs or child seats in **your vehicle** if they are lost or damaged by an accident, fire, theft or attempted theft. **We** will increase this limit to £1,000 during the period 1st December to 5th January (both dates inclusive).

What is not insured

We will not cover loss of or damage to:

1. money, stamps, tickets, documents, cheques, share or bond certificates or other securities, jewellery, furs, leather goods, cameras, portable radios, tape or cassette recorders, video and television sets, telephones, cassette tapes, compact/mini discs, mobile telephones, iPods, video cameras, computers of any variety, mp3 players and the like and handheld GPS systems that can be used outside the **vehicle**; or
2. goods, samples or equipment **you** or anyone insured hereunder carry in connection with any trade or business; or
3. tools other than tools specifically relating to the **vehicle**; or
4. any item in **your vehicle** as a result of it being stolen or taken without **your** permission at any time if:
 - i) an ignition key or any similar device is left in or on the **vehicle**; and/or,
 - ii) all doors, roofs, windows and all other openings including convertible roofs have not been closed and locked.

We shall not cover the **excess** as stated in the **schedule**. **We** agree to deduct only one **excess** amount for any single occurrence of loss of damage for which cover is provided by Parts 1 and 4.

Part 5 Medical expenses

What is insured

We will pay up to £300 in medical expenses which must be paid for each person being carried in **your vehicle** if they are injured in an accident involving **your vehicle**.

Part 6 No claim bonus

If no claim is made under this insurance, **we** will reduce the premium **you** pay when **you** renew it according to our current scale of No Claim Bonus. **You** cannot transfer this bonus to another person.

If **you** have not paid all the premiums **you** owe, **we** will not issue proof of **your** No Claim Bonus.

In the event of a claim being made the No Claim Bonus will be stepped back in accordance with the following scale:

| No. of years bonus at the next renewal date following: | | | |
|--|---------|----------|------------------|
| No. of years bonus at the start of the period of insurance | 1 Claim | 2 Claims | 3 Claims or more |
| 7 or more | 3 years | 1 year | Nil |
| 4 to 6 years | 2 years | Nil | Nil |
| 3 years | 1 year | Nil | Nil |
| 2 years | Nil | Nil | Nil |
| 1 year | Nil | Nil | Nil |

Your No Claim Bonus will not be reduced as long as **we** have recovered all that **we** have paid from those who are responsible.

Protected bonus

If this is shown in **your schedule**, **your** No Claim Bonus is protected. **You** will keep **your** No Claim Bonus protection unless **you** have:

- more than one claim in a period of cover; or
- more than two claims in any three periods of cover in a row.

If **we** have to reduce No Claim Bonus **we** will do so as follows.

| No. of years bonus at the start of period of insurance: | | |
|---|-----------------|---------|
| Number of claims in a period of insurance | 5 or more years | 4 years |
| 2 claims | 2 years | 1 year |
| 3 or more claims | Nil | Nil |
| Number of claims in three periods of insurance in a row | | |
| 3 claims | 2 years | 1 year |
| 4 or more claims | Nil | Nil |

Part 7 Foreign use

Compulsory cover

This insurance provides the compulsory cover **you** need by law to use any **vehicle** covered during the **period of insurance**, in:

- a) Any country which is a member of the European Union.
- b) Any country which the Commission of the European Community approves as meeting the requirements of Article 7 (2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no72/166/EEC) as amended.

Countries within a) and b) above include:

Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovak Republic, Slovenia, Spain, Sweden and Switzerland.

Full cover

The insurance is extended to provide the same cover shown in **your schedule**, for up to ninety (90) days during any one **period of insurance**, in respect of temporary use of **your vehicle** in any of the following countries.

Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovak Republic, Slovenia, Spain, Sweden and Switzerland.

We will cover **your vehicle** while it is in and being transported between any countries to which the insurance applies. Cover in these countries is conditional upon **your** main permanent residence being in the United Kingdom.

If **you** cannot drive the **vehicle** because of loss or damage covered by this insurance, **we** will also pay the reasonable cost of delivering it to **your** address in the United Kingdom, such cost being limited to a maximum amount of £1,000 in any one **period of insurance**.

We will also pay the amount of customs duty **you** have to pay as a result of the loss or damage, such cost being limited to a maximum amount of £1,000 in any one **period of insurance**.

Foreign travel

If **you** are going to drive abroad:

- check that the countries **you** are driving in are covered by this insurance (see Part 7 Foreign Use above) and that the cover matches that which is shown in **your schedule**;
- if cover is required in a country not listed on this page **you** will need an International Motor Insurance Card (Green Card). Please contact **Lifesure Group Limited** at least fourteen (14) days before **your** trip for advice regarding additional countries and whether or not cover can be granted. An additional premium will also be required if applicable and **Lifesure Group Limited** will advise **you** of this at the time.

General exclusions

1. Excluded drivers and excluded use

Insurance is not provided when any **vehicle** covered is:

- a) being driven by, or is in charge of for the purpose of being driven by, anyone not covered by **your** Certificate Of Motor Insurance or **schedule**;
- b) being used for purposes that are not shown in **your** Certificate Of Motor Insurance;
- c) being driven with **your** permission by anyone who **you** know does not have a driving licence or who **you** know is disqualified from holding or getting a licence; or
- d) being driven by or in the charge of anyone who does not keep to the conditions of their driving licence.

Any cover **you** have for loss of, or damage to, **your vehicle** continues whilst the **vehicle** is:

- being repaired or serviced by a member of the motor trade. **We** will also pay the **excess** in the event of an accident.
- being parked by an employee of a hotel, restaurant, or car parking service.

2. Use for hire or reward exclusion

This insurance does not cover any destruction of, or damage to any property or any loss or legal liability whilst the **vehicle** is being used for hire or reward. If **you** receive a mileage allowance or money from **your** passengers to cover the cost of petrol only, and make no profit while vehicle sharing, **we** will not treat this as use for hire or reward.

3. Contractual liability exclusion

This insurance does not cover liability which anyone covered by this insurance has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.

4. War exclusion

This insurance does not cover any destruction of, or damage to any property or any loss or legal liability caused by, contributed to, or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or seizure or arrest.

5. Pressure waves exclusion

This insurance does not cover any destruction of, or damage to any property or any loss or legal liability caused by, contributed to, or arising from pressure waves caused by aircraft and/or other aerial devices.

6. Earthquake exclusion

This insurance does not provide cover except under Part 2 (Liability to Others) for any accident, injury, loss or damage caused by an earthquake.

General exclusions cont'd

7. Radioactive contamination exclusion

This insurance does not cover any destruction of, or damage to any property or any loss or legal liability caused by, contributed to, or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

8. Jurisdiction exclusion and clarification

We will not insure legal proceedings or court judgements unless they result directly from the use of **your vehicle** and the proceedings are brought in a country which **we** have agreed this insurance will cover. Any other legal proceedings must be brought in an English or Welsh court.

If **you** live in the Isle of Man or the Channel Islands, any legal disputes will be dealt with by the courts and under the laws of those islands.

9. Over the Air Updates (OTA)

We will not pay for any loss, damage or liability caused by **Over the Air (OTA) updates** regardless as to whether they are approved by **your** vehicle's manufacturer or not. **We** will also not pay for any loss, damage or liability caused by failure to install **Over the Air (OTA) updates** as required by **your** vehicle's manufacturer.

General conditions

1. Payment by credit agreement condition

If **you** pay **your** premium by instalments under a credit agreement made available by **Lifisure Group Limited**, **you** must pay each instalment when it is due. If **you** miss an instalment and do not pay it within the timeframe permitted by the credit provider, **you** will have to pay all the money **you** owe along with any charges. Please refer to the applicable agreement **you** have with the credit provider for full terms and conditions including charges and payment schedule.

If **Lifisure Group Limited** do not receive this payment by the date they have stated, **we** will cancel this insurance in accordance with the Cancellation section of this policy. **You** must then send **Lifisure Group Limited** an Certificates Of Motor Insurance which are still in force. If **you** or others have not made a claim under this insurance, **we** will refund the proportionate part of **your** premium.

2. Other insurance condition

We will not pay a claim if any loss, damage or liability covered under this policy is also covered under any other insurance.

3. Fraudulent claim condition

If **you** make or report a claim under this insurance which is fraudulent, **we** shall

- a) not pay the fraudulent claim;
- b) be entitled to refuse all claims arising after **your** fraud;
- c) be entitled to recover from **you** any payments made to **you** for claims which arose after **your** fraud;
- d) have the option to treat the contract as having been terminated at the time of the fraudulent act;
- e) not return any of the premium paid by **you**.

4. Recovery of claims payments made only as a result of legislation condition

If under the laws of any country where this insurance applies, **we** have to make a payment which **we** would not otherwise have paid under this insurance, **you** or the person who caused the accident must repay that amount to **us**.

5. No claims bonus evidence condition

You must provide evidence of **your** no claims bonus entitlement in the form of an original document produced by **your** previous Insurer. If this has not been sent to **Lifisure Group Limited** by 5pm GMT on the twenty eighth (28th) day after **your** insurance is operative, an additional premium commensurate with the amount of no claims discount **we** have calculated will be due. If such additional premium is not paid within a further fourteen (14) days, **we** will cancel **your** insurance in accordance with the Cancellation section of this policy.

How to cancel your policy

Cooling Off Period – fourteen (14) days

You are entitled to cancel this policy by contacting **Lifesure Group Limited** (using the contact details provided on the front/cover page of this policy wording) within 14 (fourteen) days of either:

- the date **you** receive this insurance document; or
- the start of the **period of insurance**

whichever is the later. This period is the 'Cooling Off Period'.

If **you** cancel this policy within the Cooling Off Period **we** will provide a full refund of any premium **you** have paid.

If **you** have made a claim, **we** will not refund any premium **you** have paid.

Cancelling outside of the Cooling Off Period

You can also cancel this policy at any time after the Cooling Off Period by contacting **Lifesure Group Limited** (using the contact details provided on the front/cover page of this policy wording).

If **you** have not made a claim **we** will refund any money **you** have paid less a proportionate deduction for the time **we** have provided cover.

If **you** have made a claim, **we** will not refund any premium **you** have paid.

Please refer to **Lifesure Group Limited's** terms of business (which are provided with quotations and each time **your** policy is issued and also available online at lifesure.co.uk/terms) for details of cancellation charges that may be applied by **Lifesure Group Limited**. Underwriters will charge a cancellation fee of up to £25.00 excluding Insurance Premium Tax.

We can cancel this policy by giving **you** seven (7) days' notice in writing of **our** decision to cancel the policy to **your** last known address or such e-mail address **you** have provided to **us**. **We** will only do this for a valid reason.

Examples of valid reasons are as follows:

- Non payment of premium (**Lifesure Group Limited** will call **you** once and write to **you** once to chase for payment and will then cancel **your** policy);
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Threatening or abusive behaviour or the use of threatening or abusive language.

Where **we** reasonably suspect or have evidence of criminal or fraudulent activity, **we** may cancel **your** policy without prior notice. In such circumstances **we** shall write to **you** to confirm that we have cancelled **your** policy.

Any refund due to **you**, within or outside of the Cooling Off Period, will be sent to **you** as soon as practicably possible.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **Lifisure Group Limited** (whose contact details are shown on the back cover page of this document and within the Definitions) or the **underwriters** where applicable. In the event that **you** are dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

If you need to make a complaint then please contact:

Complaints
KGM Motor
St James House
27-43 Eastern Road
Romford
RM1 3NH
Tel: 020 8530 7351
Fax: 020 8530 7037
E-mail: compliance.kgm@kgmus.co.uk

We will attempt to resolve your complaint as soon as possible within 3 days, however if this is not possible we will get in touch and advise you of next steps. If we are unable to resolve your complaint or you are dissatisfied with our decision you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 or 0300 123 9 123
E-mail: complaint.info@financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaint process. This procedure is without prejudice to your rights to take legal proceedings.

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six (6) months of the date of **our** final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

Financial Services Compensation Service (FSCS)

In the event that KGM Motor is unable to meet its liabilities under this insurance policy, you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or you can contact them on 0800 678 1100 or 020 7741 4100.

Policy conditions

Contracts (rights of third parties) act 1999

A person who is not a party to this policy has no right under the Contracts (Rights Of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Law and jurisdiction

Unless specifically agreed to the contrary this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Data protection notice

For the purposes of this Notice, "**We/Us/Our**" includes KGM Motor, Lifesure Group Limited and any agents. **You/Your** includes the Insured, and anyone who provides data to the Coverholder, or who is or becomes insured by **Us** under a contract of insurance (the policy).

The security of data is very important to **Us**, which **We** will handle with all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under the policy for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your** express consent. All data provided by **You** about other people to be insured, such as family, friends or other associates, must be with their permission. It is **Your** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of the policy, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information, to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You** should contact Lifesure Group Limited on 01480 402 460.

If **You** are not satisfied with the way in which any personal data has been managed, **You** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Email: casework@ico.org.uk

