

CLASSIC & COLLECTABLE

VEHICLE INSURANCE DOCUMENT

kgmotor
policies at Lloyd's

This document should be read in conjunction with the schedule attached and, if incorrect, returned immediately to your broker/agent for amendment. Any other alterations required to the insurance should also be notified to your broker/agent.

If you are

- involved in an accident,
- your vehicle is stolen,
- or you wish to make a claim under this insurance. Please refer to the claims procedure leaflet enclosed with this document or contact your broker/ agent for assistance.

Contents	Page(s)
Definitions	
Section 1. Liability to others	6
Section 2. Accidental Damage	7
Section 3. Fire and Theft	9
Section 4. Spare Parts and Accessories	12
Section 5. Windscreen	13
Section 6. Personal Effects	14
Section 7. Replacement locks	15
Section 8. Medical Expenses	15
Section 9. Personal Accident	16
Section 10. Foreign Travel and Geographical Limits	17
Section 11. Legal Defence	18
General Exclusions	19
General Conditions	23
Disputes Procedure	26

You have taken out insurance with us (KGM Motor Policies at Lloyd's) and this document is a legally binding contract of insurance.

We have used the information provided to us on the proposal form and declaration signed by you in entering into this Insurance.

We have agreed to insure you subject to the terms, conditions and exceptions contained within this document or in any endorsements attached for the period for which you have paid our premium.

This insurance contract is written in English and is subject to English Law. All communications about it will be conducted in English.

This document has been issued by KGM Motor Policies at Lloyd's under the authority granted by the Lloyd's Insurance Intermediaries Byelaw 1990.



C Hart – Director
KGM Underwriting Agencies Ltd

KGM Motor Policies at Lloyd's

The Underwriters who will only pay their share of a claim and who are part of Lloyd's Syndicate No. 260. If you want to know all their names and what percentage they will pay write to us quoting the document number shown on the schedule and the year you started the insurance.

The Schedule

The document which shows details of you, your vehicle and the insurance cover you have which is attached to this document.

Your Vehicle

The motor vehicle shown on the current Road Traffic Act Certificate of Insurance.

The Cover provided

Where the risk insured is described in the schedule as:-

COMPREHENSIVE – *All sections shown apply*

DAMAGE THIRD PARTY FIRE and THEFT – *the following sections only apply: 1,2,3,4,5,10,11*

THIRD PARTY FIRE and THEFT – *the following sections only apply: 1,3,10,11*

THIRD PARTY ONLY – *the following sections only apply: 1,10,11*

FIRE and THEFT only – *the following section only applies: 3*

DAMAGE, FIRE or THEFT – *the following sections only apply: 2,3,4*

What is covered

- Legal liability for the death of or bodily injury to any person and damage to property as a result of the following:
 - You using or driving your vehicle.
 - Provided they are permitted to drive as shown on your Certificate of Insurance and they have your permission, anyone using or driving your vehicle.
 - Any passenger travelling in or getting in or out of your vehicle.
 - The towing of a trailer, caravan or broken down vehicle attached to your vehicle or accidentally detached during the course of a journey.

We will also cover

- Your employer whilst you are driving your vehicle for their business, if your Certificate of Insurance permits this use, provided the vehicle is not owned, hired, leased or rented by them.
- The legal personal representatives of any person who has died and was covered by this insurance.

What is not covered

- Death of or injury to the person driving your vehicle or in charge of for the purpose of driving.
- Damage to property by Historic Commercial or Collectable Military vehicles in excess of £5,000,000 in respect of any one claim or a number of claims arising out of one cause. In the event that such damage is caused by a Motor Car this limit is revised to £20,000,000.
- Loss or damage to any vehicle or property owned by you or by the person driving your vehicle.
- Loss or damage to any trailer, caravan or broken down vehicle being towed or attached to your vehicle or to any property carried in or on them.
- Liability for death of or injury to an employee occurring during the course of their work except for the minimum cover required under the current Road Traffic Acts.

What is covered

- Damage to your vehicle caused in an accident or malicious damage.

(See Special Conditions on page 11)

What is not covered

- Wear, tear or depreciation.
- Mechanical, electrical, electronic or computer failure breakdown or breakage.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Compensation or expenses as a result of you not being able to use your vehicle or the cost of hiring alternative transport.
- Any reduction in the value of your vehicle following damage or repair.
- Damage to any telephone, television, video, DVD, traffic information system or CB radio equipment fitted to or carried in the vehicle.
- The cost of repair, replacement or improvement of any parts of your vehicle not actually damaged.
- The cost of repair or replacement of any non standard parts fitted to your vehicle that have not been previously disclosed.
- Damage by frost unless the engine has been completely drained of all water or anti freeze has been added as recommended by the vehicle manufacturer.
- Damage to the vehicle due to the impounding or destruction by an authorised authority.
- Damage to your vehicle if it is taken or driven without your permission by any member of your family or partner or anyone living in your home.
- More than 10% of the vehicles declared value up to a maximum of £200 in respect of any radio/cassette/CD or other audio equipment permanently fitted to your vehicle.
- Damage to your vehicle unless you take all reasonable precautions to safeguard it.

What is not covered (continued)

- Damage if your vehicle is not securely locked and the keys removed when it is left unoccupied.
- Damage to your vehicle if it is being used or driven outside the UK without our prior agreement.
- Damage to any Windscreen or Window Glass except as shown in Section 5 – Windscreen.

What you pay

- The amount shown as the excess on your policy schedule.
- If your vehicle is damaged whilst it is being driven by or is in the charge of a young or inexperienced driver who is permitted to drive by your certificate of insurance the amount of the excess you have to pay will be increased by the following amounts:-
 - If the driver is under 21 years of age - £1000
 - If the driver is aged 21- 24 - £500
 - If the driver is 25 or over and either holds a provisional licence or has not held a full UK licence for 12 months - £250

What is covered

- Loss of or damage to your vehicle caused by:-
 - a. Fire.
 - b. Theft or any attempted theft provided you notify the police at once.

(See Special Conditions on page 11)

What is not covered

- Wear, tear or depreciation.
- Mechanical, electrical, electronic or computer failure breakdown or breakage.
- Loss of or Damage to your vehicle or any spare parts or accessories as a result of trickery or deception.
- Loss of the proceeds of the sale of your vehicle.
- Compensation or expenses as a result of you not being able to use your vehicle or the cost of hiring alternative transport.
- Any reduction in the value of your vehicle following damage or repair.
- Loss or damage to any telephone, television, video, DVD, traffic information system or CB radio equipment fitted to or carried in the vehicle.
- The cost of repair, replacement or improvement of any parts of your vehicle not actually damaged.
- The cost of repair or replacement of any non standard parts fitted to your vehicle which have not been previously disclosed.
- Loss of the vehicle due to the impounding or destruction by an authorised authority.
- Loss or damage to your vehicle if it is taken or driven without your permission by any member of your family or partner or anyone living in your home.
- More than 10% of the vehicles declared value up to a maximum of £200 in respect of any radio/cassette/CD or other audio equipment permanently fitted to your vehicle.

What is not covered (continued)

- Loss solely of the fascia of any audio equipment.
- Loss or damage caused by theft or attempted theft whilst your vehicle is unoccupied unless the doors and boot are locked, any window or sunroof shut and the keys removed.
- Loss or damage to your vehicle unless you take all reasonable precautions to safeguard it.
- Loss or damage to your vehicle if it is being used or driven outside the UK without our prior agreement.
- Damage to any Windscreen or Window Glass except as shown in Section 5 – Windscreen.

What you pay

- The amount shown as the excess on your policy schedule.
- If no amount is shown you will have to pay the first £100.

APPLYING TO SECTIONS 2 AND 3**Recovery**

- If the vehicle cannot be driven because of damage covered by this insurance we will pay the reasonable cost of transporting it to the nearest competent repairer. We will not be responsible for any further damage caused by driving or attempting to drive the vehicle in a damaged or unroadworthy condition.

Repairs

- We will choose whether to repair or replace your vehicle or pay you an amount for the loss or damage.
- At our discretion we will consider a cash in lieu of repair settlement.
- Provided the law permits us to you will be given the opportunity to purchase the salvage following a total loss, subject to satisfactory negotiation.
- Underwriters reserve the right to use Thatcham Approved or similar matched parts where appropriate.
- In the event of the total loss or destruction of the vehicle where the value on your policy schedule is:-
 - Market Value – we will pay you the market value of the vehicle at the time of the incident up to but not more than the value shown on the schedule.
 - Agreed Value – we will pay you the value shown on the schedule.
- We will not pay you more than the declared value of the vehicle.
- If we know you are still paying for your vehicle under a Hire Purchase or Leasing agreement and we choose to make a payment for the total loss or destruction of your vehicle we will make a payment to the finance company representing the amount outstanding.
- If a replacement for any damaged accessory or part of the insured vehicle is not available, we will pay the list price most recently published in the United Kingdom of the accessory or part. We may use accessories or spare parts, including recycled parts, which are not made or supplied by the manufacturer of your car but are of a similar type and quality to the parts we are replacing. We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importing such an item into the United Kingdom.

Salvage

- In the event of a total loss of the vehicle all salvage will be retained by us to ensure correct disposal in accordance with the current regulations.

What is covered

- Damage to or loss of spare parts and accessories whilst in or on the insured vehicle or whilst kept in the locked garage declared.

What is not covered

- More than 10% of the vehicles declared value up to a maximum of £500.

What you pay

- Nothing if the claim is solely under this section.

What is covered

- Damage to any Windscreen or Window Glass caused by accidental means or theft or attempted theft.

What is not covered

- Damage to or replacement of any sunroof or glass roof panels.
- Any more than £500(including VAT) before deducting the amount you must pay.
- Any more than £500, in total, in any one year of insurance.

What you pay

- The first £50 if the glass is replaced.
- You will not have to pay the above amount if the glass is repaired.

What is covered

- We will pay you (or at your request the owner) for loss or damage to personal effects whilst they are in or on your vehicle. The maximum amount payable for any one incident is £100.

What is not covered

- Money, stamps, tickets, documents or securities.
- Goods, tools or samples carried in connection with any trade or business.
- Personal belongings in an open top or convertible vehicle unless kept in a locked boot.
- Any property insured under any other policy.
- Any communication equipment.
- Damage caused by deterioration, wear or tear.

SECTION 7. Replacement Locks

- In the event of your vehicle's keys or lock transmitter being lost or stolen we will pay up to £100 towards the cost of replacing:
 - The door locks and/or boot lock.
 - The ignition/steering lock.
 - The lock transmitter and central locking interface.
- Provided that you can establish to our satisfaction that the identity of the garaging address of your vehicle is known to any person in receipt of such keys or transmitters.

SECTION 8. Medical Expenses

- We will pay up to £200 for each person in your vehicle for medical treatment needed as a result of injury caused in an accident involving your vehicle.

What is covered

- You, your husband's or your wife's accidental death or injury occurring whilst travelling in or getting in or out of your vehicle. We will pay £2000 if within 3 months of the date of the accident, the injury results in:-
 - death
 - loss of a hand or foot
 - loss of the sight in one eye
- The most we will pay to any person in any one period of insurance is £2000.

What is not covered

- Death or injury to any person under 17 or over 65 years of age.
- Death or injury caused by suicide or attempted suicide.
- Any claim for death or injury where the person who was killed or injured was driving under the influence of drink or drugs.
- Death or injury caused outside the UK.
- Payment for Death or injury where a claim for such is made under any other Section of this policy.

SECTION 10. Foreign Travel and Geographical Limits

What is covered

- Loss, damage or liability as shown in the schedule whilst your vehicle is being used within the United Kingdom or being transported by sea or rail including loading and unloading within the territorial limits of the United Kingdom.
- The minimum cover required to comply with the law in any EU country, Croatia, Czech Republic, Finland, Hungary, Iceland, Liechtenstein, Norway, Slovak Republic, Slovenia or Switzerland.

What is not covered

- Any Loss or Damage to your vehicle whilst outside the UK.
- Any amount which we would have to pay because of the law of the country which is over and above that which would be paid in the UK. We would seek to recover this additional amount from you.

Additional cover

- In addition to the minimum cover shown above the insurance provides cover shown in the schedule in any E.U. country, Switzerland, Liechtenstein and Norway for a period of 30 days in any one insurance year, subject to:
 - 14 days notice of your intention to travel abroad.
 - Your permanent home being in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
 - Your visits to countries outside of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature.
 - A 'Green Card' will not be issued as evidence of this additional cover applying abroad. The certificate and policy must accompany you on any journey abroad.
 - If a 'Green Card' is specifically requested then an administration fee will be charged.
 - The cover will also apply while your vehicle is being transported to these countries by road, rail or ferry as long as the journey lasts less than 65 hours.

What is covered

- Legal representation for you or anyone driving your vehicle with your permission at any inquest or fatal injury inquiry or any Magistrates court hearing in the UK resulting from any accident likely to give rise to a claim under the policy.

What is not covered

- Any costs incurred without prior notification and consent.
- Any representation for defending a charge of Causing Death by Dangerous Driving or Manslaughter if the person driving your vehicle is under 21 years of age or was driving under the influence of drink or drugs.

Use and Drivers

- We will not pay for any loss, damage or liability caused in the following circumstances:-
 - While your vehicle is being used for a purpose not permitted on your Certificate of Insurance.
 - While your vehicle is being used in any race, rally, competition, trial or similar motoring event.
 - While your vehicle is being driven or used on any race, rally, test circuit or on any off road course or ground.
 - While your vehicle is being driven by you or is in the charge of any person, for the purpose of driving, who is not permitted to drive as shown on your Certificate of Insurance.
 - While your vehicle is being driven by you or is in the charge of any person, for the purpose of driving, who is disqualified from driving or does not hold a driving licence.
 - While your vehicle is being driven by you or is in the charge of any person, for the purpose of driving, who holds a provisional or restricted driving licence and is not complying with the terms of the licence.
 - While your vehicle is being driven by, or is in the charge, for the purpose of driving, of any person without your permission.

(However we do cover use for overhaul, upkeep or repair by any member of the motor trade as long as they are permitted to drive as shown on the Certificate of Insurance.)

Safety and Security

- We will not pay for any loss, damage or liability if :-
 - your vehicle is in an unsafe, damaged or unroadworthy condition.
 - you do not have a valid MOT test certificate when the law says you must have one.
 - your vehicle is being driven with a load or a number of passengers which is unsafe.
 - your vehicle is carrying an insecure load.
- We will not pay for any loss or damage to your vehicle unless you take all reasonable precautions to safeguard it.
- We will not pay for any loss or damage if your vehicle is not securely locked and the keys removed when it is unoccupied.

Other Contracts

- We will not pay for any liability you have under an agreement or contract unless you would be liable anyway.

War, Earthquakes, Riots, Terrorism

- We will not pay for any loss, damage or liability that is directly or indirectly caused by war, invasion, hostilities, civil war, rebellion, revolution, insurrection or requisition, confiscation or nationalisation by any government or other authority.
- We will not pay for any loss, damage or liability directly or indirectly caused by earthquake.
- We will not pay for any loss, damage or liability directly or indirectly caused by riot or civil commotion occurring in Northern Ireland or anywhere else outside the United Kingdom.
- We will not pay for any loss, damage or liability directly or indirectly caused by terrorism. "Terrorism" is as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

Nuclear/Radioactive Contamination

- We will not pay for loss, damage or liability directly or indirectly caused by:-
 - ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste.
 - the radioactive ,toxic, explosive or other dangerous properties of any explosive nuclear equipment.

Pollution

- We will not pay for any loss, damage or liability caused directly or indirectly by pollution or contamination.

Airport Use

- We will not pay for any loss, damage or liability arising while your or any other vehicle covered by this insurance is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment areas or the Customs examination areas of international airports.

Sonic Bangs

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

Criminal Acts

- We will not pay for any loss damage or liability caused while your vehicle is being used by you or any insured person for any criminal activity.

Other Insurance

- If any other insurance covers you for the same loss, damage or liability we will only pay a share of the claim.

Disclosure of Information

- The policy has been issued to you on the understanding that all the answers given on the proposal form completed by you are correct and truthful.
- Renewal of the insurance is invited on the same basis and if there has been any alteration in your circumstances you must tell us about any changes immediately.
- If the information provided to us is incorrect or not truthful we will not be liable to pay any claim.

Your Responsibility

- You will only have the cover provided by this insurance if you and any other person insured has kept to all the terms and conditions in this document and any attached endorsements.
- It is a condition of the policy that you supply such details of the vehicle whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

Cancellation

- We or our authorised agents may cancel this insurance by sending you 7 days notice by recorded delivery to your last known address. You must return the current Certificate of Insurance to us and upon receipt of this we will refund the unexpired portion of the annual premium to you. Not to return the current Certificate of Insurance when requested is an offence. We will not make a refund if a claim has been made.
- You or your authorised agents may cancel this insurance at any time by returning the Certificate of Insurance to us . If there has not been any claim in the current period of insurance a refund will be made based on the annual premium in accordance with the following scale:-

PERIOD IN FORCE - REFUND	
Up to	
30 days	60%
31 to 60 days	40%
61 to 90 days	20%
over 90 days	No refund

■ **YOUR RIGHT OF CANCELLATION**

Once you have entered into this insurance contract with us, you are entitled to 14 days to decide whether you wish to proceed and this commences from either: The day of conclusion of the contract or the day on which you receive the full terms of the insurance contract detailing the full contractual terms, conditions and information of the contract, whichever is the later. A pro rata charge will be made for this period of cover. The Certificate of Insurance must be returned.

Claims

- You must tell us without delay about any event that could lead to a claim.
- You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form. You must give us all the information and assistance we require to deal with the claim and you or the driver must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- We are entitled to take over, defend or settle any claim in the name of you or any person covered by this insurance and we are entitled to take legal action in your name or in the name of any person covered by this insurance to recover any payments we make.
- Should we refuse indemnity in respect of an accident due to any omission, misstatement or non disclosure, but have a liability under the Road Traffic Act, then we reserve the right to settle such claims or judgements, without prejudice to our position under the policy, and thereafter seek reimbursement of all payments made.
- We will not pay for any loss, damage or liability if you or any person makes a claim that is fraudulent or exaggerated or makes a false statement or provides false documents to support a claim.
- The KGM Motor Policies offers a claims service tailored to the needs of the classic and collectable vehicle owner. For full details please refer to the enclosed information sheet.
- **FINANCIAL SERVICES COMPENSATION SCHEME**
In the event that the KGM Motor Policies at Lloyd's is unable to meet its liabilities and pay a claim you may be entitled to compensation from the Financial Services Compensation Scheme.

If you have a problem concerning any aspect of your insurance please contact:

The Underwriter
KGM Motor Policies at Lloyd's
KGM House
George Lane
London
E18 1RZ

If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department
Lloyd's
One Lime Street
EC3M 7HA

Tel: 020 7327 5693
Fax:020 7327 5225
e-mail: Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

The KGM Motor Policies at Lloyd's is authorised and regulated by the Financial Services Authority.

kgmotor
policies at Lloyd's

KGM House, George Lane, London E18 1RZ
Tel: 020 8530 7351 Fax: 020 8530 8547