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Policy Document

# Private Car

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You must read this document in conjunction with your policy schedule and Certificate of Insurance. If any information contained in these documents is incorrect, please contact your Broker immediately. You must also notify your Broker of any other alterations required to your policy as soon as possible.

If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure on Page 9.

**Contact our UK based 24/7 claims assist line on 0333 555 5909 (if calling from abroad please dial +44 (0)1702 444 312).**

# Contract of Insurance

Thank you for choosing to insure with KGM Motor. This document, together with your policy schedule and Certificate of 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.

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.

# Data Protection Notice

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](mailto: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](mailto: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.

# Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

1. Electronic Licensing;
2. Continuous Insurance Enforcement;
3. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
4. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## 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.

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# 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 5909** (if calling from abroad please dial **+44 (0)1702 444312**).

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:

We will arrange for repair of your vehicle with an approved repairer who will guarantee all repairs for 3 years and also collect your car from and return it to either your home or work address. We will supply a courtesy car, where available, while your car is being repaired, unless your vehicle is beyond economical repair. We will valet the vehicle upon completion of the repairs.

Important – the above features are only available in the UK through our approved repairer network,

### If you do not wish to use our approved repairer an additional excess of £250 will apply.

The repairer may use parts (including recycled parts) that are not supplied by the manufacturer but are of a similar type and quality to the parts and accessories being replaced.

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 contact: **0333 555 5909**. Please note:

- You must pay the standard compulsory windscreen excess (per claim) as shown on your schedule for replacement glass or screen, provided you use our approved supplier.
- If you do not use our approved supplier, a higher excess amount will apply (also shown on your schedule) and cover will be restricted to £100.
- Cover excludes repair or replacement of a sunroof or other roof glass.

# Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore you must refer to this section where such words or phrases appear.

**Approved Repairer** – a repairer who is part of our approved repairer network

**Broker** – a representative authorised by us to sell and administer our insurance policies.

**Certificate of Insurance** – a document which provides legal evidence that minimum insurance cover is in force by law. It also confirms who may drive the insured vehicle, how they may use it and the period of time over which the policy cover applies.

**Compulsory excess** – the contribution which you must make towards a claim on this policy.

**Endorsements** – statements which are contained in your policy schedule which may change, replace or extend the terms of this policy.

**Garage** – a permanent enclosed four-sided structure comprising of three brick, stone, steel, wood or concrete built sides with a roof and a lockable secure door entrance which is your private property (i.e. not a communal parking facility).

**Green Card** – a document which is required by certain countries and provides evidence that minimum insurance cover exists as required by law in order to drive in that country.

**KGM Motor** – trading 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.

**Market value** – the cost of replacing your vehicle with another of a similar make, model, age, mileage and condition as at the time of the loss or damage.

**Minimum cover** – the minimum level of cover provided to satisfy Road Traffic Law, in respect of liability for the death of or injury to other people and damage to their property.

**Modifications** – any changes to your vehicle's standard specification, both cosmetic and performance enhancing, including accessories and spare parts

**Over the air (OTA) updates** – a type of software download that takes place over a cellular network or Wi-Fi connection and is delivered remotely to your connected car. This can include functionality, performance and safety updates.

**Partner** – Your spouse, civil partner or a person you permanently live with at the same address, sharing financial responsibilities, as if you were married to them.

**Period of Insurance** – the period of time specified in your policy schedule during which this policy is effective and for which you have paid or have agreed to pay the premium.

**Policy schedule** – a document which states the details of you, your vehicle, the insurance cover in force and any endorsements which apply to the policy.

**Private Motor Car** – a privately owned motor car manufactured to carry up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

**Pro-rata** – where a calculation is made proportionately.

**Road Traffic Law** – the law which governs the driving or use of any motor vehicle within the United Kingdom (including the Road Traffic Act 1988 and all related and subsequent legislation) or any other country to which your policy may cover as defined in the Foreign Use section of this policy.

**Spare parts and Accesories** – standard parts or products specifically designed to be fitted to your vehicle.

**Territorial limits** – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

**Voluntary excess** – an amount which you have chosen to pay towards a claim on this policy in addition to the compulsory excess which applies.

**We/us** – KGM Motor on behalf of Zurich Insurance Company Ltd.

**You/your** – the person named as the ‘insured’ or ‘policyholder’ on the policy schedule and Certificate of Insurance.

**Your vehicle** – any motor vehicle which is stated on your policy schedule and for which we have issued a Road Traffic Act Certificate of Insurance.

**Zurich Insurance Company Ltd** – the insurer of this policy is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

# Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in your policy schedule:

Section Description	Cover Applicable				
	Comprehensive	Third Party, Fire & Theft	Third Party Only	Fire & Theft Only	Damage, Fire & Theft
<b>Section 1</b>					
Liability to others	Yes	Yes	Yes	No	No
<b>Section 2</b>					
<b>Loss of or Damage to Your Vehicle:</b>					
A. Accidental Damage	Yes	No	No	No	Yes
B. Malicious Damage and Vandalism	Yes	No	No	No	Yes
C. Fire, Self-Ignition, Lightning or Explosion	Yes	Yes	No	Yes	Yes
D. Theft or Attempted Theft	Yes	Yes	No	Yes	Yes
<b>Section 3</b>					
Glass Cover	Yes	No	No	No	No
<b>Section 4</b>					
Personal Belongings	Yes	No	No	No	No
<b>Section 5</b>					
Replacement Locks	Yes	No	No	No	No
<b>Section 6</b>					
Medical Expenses	Yes	No	No	No	No
<b>Section 7</b>					
Personal Accident	Yes	No	No	No	No
<b>Section 8</b>					
Foreign Use	Yes	Yes	Yes	No	No
<b>Section 9</b>					
No Claims Bonus	Yes	Yes	Yes	Yes	Yes

The sections entitled '**General Exclusions**' and '**General Conditions**' within this booklet apply to your policy whatever cover you have.

**Your policy schedule provides details of any special cover, excesses, endorsements or exclusions which apply to your policy.**

We will only provide the cover as set out in this policy if:

- i. You and all other insured persons keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;

ii. All of the information provided on the proposal form or statement of fact declaration and any information provided since, is true to the best of your knowledge and belief, and that you have not misrepresented any such information you have supplied.

If any of the above conditions are not met then we may reject a claim in full, reduce the payment of a claim or your policy may be cancelled or treated as if it never existed.

# 1 Liability to Others

## What is covered under this section

### 1.1 Driving your vehicle

We will insure you against the amounts that you are legally liable to pay, including legal costs and damages, in the event of:

- Death of or bodily injury to other people;
- Damage to their property;

as a result of an accident in which any of the following occurs:

1. Whilst you are driving or using your vehicle;
2. Whilst any other person is using, driving or in charge of your vehicle, provided that they are permitted to do so as shown on your current Certificate of Insurance and that they have your permission;
3. Whilst any person is using (but not driving) your vehicle with your permission, providing that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
4. Whilst any passenger is getting into or out of your vehicle;
5. Whilst you are towing a single trailer, caravan or broken-down vehicle which is securely attached to your vehicle (provided you hold the correct driving licence entitlement to do so).

The maximum amount we will pay under Section 1 in respect of property damage is £20,000,000 for any one claim, or a number of claims arising out of the one incident and £5,000,000 for all associated costs and expenses.

### 1.2 Driving other cars

We will also insure you against the events shown in Section 1.1 as a result of an accident which occurs whilst you are driving any other private motor car provided that all of the following applies:

1. Cover to drive other cars is specified on your current Certificate of Insurance;
2. The car does not belong to you or your partner and is not hired, leased or rented to you;
3. The car has its own valid motor insurance policy cover in force;
4. You are not covered by any other insurance policy to drive the car;
5. You hold a valid driving licence and are not disqualified from driving;
6. This policy is not in the name of a company or partnership;
7. Use of the car is restricted to Social, Domestic and Pleasure purposes only;
8. You have the prior permission of the vehicle's owner;

9. You still own your vehicle, it has not been damaged beyond economic repair or declared a total loss, and it has valid road tax and a valid MOT certificate (if applicable).

**Please also refer to the exclusions shown below.**

### 1.3 Business use

We will insure your employer or business partner against the events shown in Section 1.1 for an accident which occurs whilst you are using or driving your vehicle in the course of their business provided that business use is included on your current Certificate of Insurance and that your vehicle is not owned, leased or rented by them.

### 1.4 Legal personal representatives

We will insure the estate of anyone covered by this policy that dies against any claim that they are legally liable to pay provided that the claim is covered by this policy.

### 1.5 Legal defence costs

Provided that an incident occurs which is covered by this policy and we agree in writing first, we will pay for the legal representation of you or any other person we insure under this policy:

1. At a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;

#### **What is not covered under this section**

- 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.

#### **Driving other cars**

- Loss of or damage to the car you are driving;

- Death of or injury to the person using, driving or in charge of the car;
- Use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority;
- Liability for any incident which occurs whilst you are using or driving the car outside of the territorial limits.

## 2 Loss of or Damage to Your Vehicle

### What is covered under this section

We will insure your vehicle against damage or total loss caused by an event listed below, provided that the 'Summary of Cover' section shows such an event is covered:

1. Accidental damage;
2. Malicious damage and vandalism;
3. Fire, self-ignition, lightning or explosion;
4. Theft or attempted theft.

If you owe us an outstanding amount under this policy when the claim has been made, you must pay this amount in full before we can settle the claim.

*Please refer to your policy schedule for the level of cover shown and then to the 'Summary of Cover' section on page 13 for details of which events your cover includes.*

If you need to report a claim to us, please refer to the section entitled 'Making a Claim' on page 9 of this booklet for further information.

If your vehicle has been stolen or damaged by attempted theft then you must notify the police without delay and obtain a crime reference number.

### 2.1 Damage

We will pay for the cost of repairing damage caused to your vehicle as a direct result of an event shown above provided that all of the following applies:

- This policy covers the event (as above);
- You adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
- We deem the cost of repairing your vehicle to be economical.

As an alternative to repairing your vehicle, we may deem it appropriate to either replace your vehicle with one of a similar specification or pay you a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable (see Sections 2.8 and 2.9).

**Note: If you do not wish to use our approved repairer an additional excess of £250 will apply.**

### 2.2 Total loss

We will normally declare your vehicle a total loss:

- If we deem the cost of repairing your vehicle as uneconomical; or
- If your vehicle has been stolen and not recovered.

If your vehicle is declared a total loss as a direct result of an insured event (as above), we will offer you a monetary amount as compensation. The maximum amount we will pay is the market value of your vehicle, less any policy excess which is applicable (see Sections 2.8 and 2.9).

Once you have accepted our offer, your vehicle will become our property. We will allow this insurance contract to continue on a replacement vehicle provided we accept this substitution and you pay the additional premium applicable.

We may give you, at our discretion and if the current regulations allow, the option of retaining the vehicle salvage subject to a deduction from the compensation amount we offer you.

### 2.3 Vehicle service/repair

We will provide the same level of cover that your policy has under Section 2 whilst your vehicle is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired.

### 2.4 Moving your Vehicle and Accommodation

We will pay for the reasonable cost of moving your vehicle to a repairer near to its location if it is damaged following an accident and cannot be driven provided that the damage is covered by this policy. In addition to moving your vehicle, we can also arrange transport for you and your passengers from the scene of the accident to your home or planned destination (within the territorial limits), or reimbursement of such transport costs subject to production of receipts up to a maximum limit of £250. Alternatively, we will pay for overnight accommodation (excluding meals and drinks) for you and your passengers up to a maximum limit of £250 if you are unable to complete your journey.

### 2.5 Ownership of your vehicle

If your vehicle is subject to a hire purchase agreement, we will pay any money owed to that company first and then pay any remaining money to you. Where your car is on finance and the agreement allows you to own or purchase the vehicle, any difference between what we pay the finance company and the market value will be paid to you.

The maximum amount we will pay is the market value of your vehicle, less any policy excess which is applicable (see Sections 2.8 and 2.9). If there is still an amount owing to the finance or leasing company after we have settled your claim, then you are responsible for this amount.

## 2.6 New Vehicle Replacement

We will, at your request, replace your vehicle with another of the same make, model and specification following an incident covered by Section 2 provided that all of the following applies:

- i. You are the first registered owner of your vehicle from new;
- ii. Your vehicle is no more than 12 months old from the date of first registration;
- iii. The repair costs exceed 60% of the market value of your vehicle;
- iv. We are able to replace your vehicle in the UK;
- v. We have permission from any person that has a financial interest in the vehicle;
- vi. Your vehicle is not subject to a lease or contract hire agreement or any other similar arrangement.

## 2.7 Audio and Satellite Navigation equipment

We will pay towards the cost of replacing the audio and satellite navigation equipment in your vehicle with equipment of a similar specification following an incident covered by Section 2 provided that the audio and satellite navigation equipment is damaged and was permanently fitted to your vehicle by your vehicle manufacturer.

The maximum amount we will pay under Section 2.7 is 10% of your vehicle's market value up to a maximum of £500 for any claim arising out of the one incident.

## 2.8 Compulsory and voluntary policy excess

If any claim is made under Section 2 you must pay a compulsory policy excess, the amount of which is shown in your current policy schedule. If no amount is stated, you must pay the first £100 towards any claim.

There are policy excesses that are in addition to the compulsory policy excess, these include voluntary excesses, young and inexperienced driver excesses and a £250 excess will apply if you choose to use a non-approved vehicle repairer.

## 2.9 Young and inexperienced drivers

If your vehicle is damaged whilst a young or inexperienced driver is driving (if permitted to do so as shown on your current Certificate of Insurance), you must pay the first amount of any claim as shown below except where the damage is caused as a result of fire or theft::

Drivers	Amount
Under 21 years of age	£1,000
Between 21 and 24 years of age	£500
25 years of age or over but holding a provisional UK driving licence or a full UK driving licence for less than 12 months	£250

## 2.10 Dash Camera

Any compulsory excess applicable to your policy (excluding voluntary excesses) will be waived, whether you are at fault or not, if Dash Camera footage (or any other form of visual recording) covering the period of, and immediately prior to, any accident can be provided within 48 hours of the incident occurring.

## 2.11 Uninsured Driver Promise (Comprehensive Policyholders Only)

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits your car is not insured, you will not lose your No Claims Bonus or have to pay any excess.

### Conditions - We will need

- The vehicle registration number and the make and model of the uninsured vehicle; and
- The uninsured driver's details, if possible; or if the other driver does not stop and provide their details, you must report the matter to the police within 48 hours of becoming aware of the accident and provide us with the crime reference number,
- It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due investigations are still ongoing, you may lose your No Claims Bonus temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claims Bonus and refund any extra premium you have paid.

### What is not covered under this section

- Any policy excesses which apply under this section of the policy;
- Wear, tear and depreciation of your vehicle;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of your vehicle caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Damage to your vehicle caused by filling its fuel tank with the incorrect fuel;
- Loss or theft of petrol or diesel fuel;
- Damage caused by the freezing of liquid in the cooling system of your vehicle unless you have taken all reasonable precautions as recommended by your vehicle manufacturer;
- Loss of or damage to your vehicle caused as a result of its legal impounding or destruction by order of any government or public authority;
- 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 taken, used or driven without your permission by a spouse or civil partner, partner, boyfriend or girlfriend, member of the family or household of a permitted driver;
- 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;
- Loss of or damage to your vehicle, where possession of it is gained by deception ;
- Loss of or damage to your vehicle if it is unoccupied and any of the following applies:
  - It has been left un-locked;
  - It has been left with the keys in, on or in the vicinity of the vehicle;
  - If the keys of your vehicle are not securely stored e.g. if they are stored or placed in any location or premises to which the public has access or are displayed in view of the public;
  - iv. It has been left with the windows or sunroof open;
  - v. If reasonable precautions have not been taken to protect it.
- Liability for any further damage which is caused by driving, or attempting to drive, your vehicle if damaged or in an un-roadworthy condition;
- Any reduction in the value of your vehicle following damage, whether repaired or not;
- 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;
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in your vehicle;
- Compensation for any costs incurred as a result of not being able to use your vehicle following loss or damage;
- Costs which exceed the market value of your vehicle ;
- Any loss, theft, damage, impairment, disablement or loss of use of your vehicle caused (whether deliberately, maliciously or otherwise) by:
  - 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;
  - 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);
  - any computer virus, ransomware, code or software;
  - 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;
  - any threat, deception or hoax relating to i., ii., iii., and/or iv. above

## 3 Glass Cover

If you need to report a glass claim please call **0333 555 5909**.

### What is covered under this section

We will pay for the replacement or repair of:

1. The windscreen of your vehicle following accidental damage, vandalism, theft or attempted theft;
2. The side and rear windows of your vehicle following accidental damage, vandalism, theft or attempted theft.

The repairer may use parts (including recycled parts) that are not supplied by the manufacturer but are of a similar type and quality to the parts being replaced.

### What we will pay

- Cover is unlimited if you use our approved glass supplier for repair or replacement glass;
- If you do not use our approved supplier, the maximum amount we will pay is £100.

### What you must pay

- A standard compulsory windscreen excess applies per claim, the amount of which is shown in your schedule;
- If you do not use our approved glass provider, you will have to pay your chosen provider direct any amount over £100 after your excess has been deducted.

There is no excess to pay if the damaged glass is repaired, not replaced.

Claims made under Section 3 only will not affect your no claim bonus.

### What is not covered under this section

- The policy excess which applies under this section of the policy;
- Repair or replacement of the sunroof and/or glass roof panels of your vehicle;
- Repair or replacement of lights and reflectors

## 4 Personal Belongings

### What is covered under this section

#### 4.1 Child car seat

We will pay the cost of replacing an equivalent child car seat and/or child booster seat fitted in your vehicle if damaged following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount we will pay under Section 4.1 is £100 following any one incident.

#### 4.2 Other personal belongings

We will pay for loss of or damage to your personal belongings whilst they are in or on your vehicle following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount we will pay under Section 4.2 is £300 following any one incident.

### What is not covered under this section

Loss of or damage to any of the following:

- Money, bank/credit cards, jewellery, stamps, tickets, documents and securities (such as share or bond certificates);
- Goods, tools and samples connected with any trade or business;
- Portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in your vehicle;
- Personal belongings from an open-top or convertible vehicle, unless you keep them in a locked boot;
- Personal belongings if any of the doors are unlocked or if any of the windows are left open whilst your vehicle is left unattended;
- Any property where damage has been caused by deterioration or wear and tear, whether or not this has occurred following an incident involving your vehicle;
- Any property that is insured under another policy (such as a home contents policy).

## 5 Replacement Locks

### What is covered under this section

If the keys and/or lock transmitter of your vehicle are lost or stolen, we will pay towards the cost of replacing:

1. The door locks;
2. The ignition and steering locks;
3. The lock transmitter, central locking interface and/or keys.

The maximum amount we will pay under Section 5 is £750 following any one incident. Claims made under Section 5 only will not affect your no claim bonus.

## 6 Medical Expenses

### What is covered under this section

If an accident occurs which is covered by this policy, we will pay up to maximum of £200 for each person in your vehicle for any medical treatment which is required following injury.

## 7 Personal Accident

### What is covered under this section

If an accident occurs that involves you or your partner, we will pay £2,000 if the following occurs within three months of the accident date:

1. Death; or
2. Loss of a hand or foot; or
3. Loss of sight in one or both eyes.

The maximum amount we will pay under Section 7 is £2,000 in any one period of insurance and the death or injury must have occurred as a direct result of an accident covered by this policy.

Payments under this section will be made to you, or to your legal personal representative in the event of your death.

### What is not covered under this section

Any liability for death of or injury to persons:

- When this policy is in the name of a company;

- Resulting from deliberate action (including any attempt to commit suicide);
- When the driver is found to be over the prescribed limit for alcohol;
- When the driver is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- When the driver fails to provide a sample of breath, blood or urine when required to do so, without lawful reason;
- Where the accident has occurred outside of the territorial limits;
- Where a claim can be made under another section of this policy.

## 8 Foreign Use

### What is covered under this section

#### 8.1 Third party Liability in Europe

Your policy provides the necessary cover to comply with the laws on compulsory insurance of motor vehicles in any country listed below:

- |                        |           |                 |               |
|------------------------|-----------|-----------------|---------------|
| • Andorra              | • Estonia | • Latvia        | • Romania     |
| • Austria              | • Finland | • Liechtenstein | • Serbia      |
| • Belgium              | • France  | • Lithuania     | • Slovakia    |
| • Bosnia & Herzegovina | • Germany | • Luxembourg    | • Slovenia    |
| • Bulgaria             | • Greece  | • Malta         | • Spain       |
| • Croatia              | • Hungary | • Netherlands   | • Sweden      |
| • Cyprus               | • Iceland | • Norway        | • Switzerland |
| • Czech Republic       | • Ireland | • Poland        |               |
| • Denmark              | • Italy   | • Portugal      |               |

We do not normally provide cover in any other country outside of those named above; however,

we will consider doing so provided that all of the following applies:

1. You refer this to your Broker in advance of travel;
2. We agree to cover you in the countries concerned;
3. You pay any additional premium we require for providing this cover.

If we agree to your request we will issue you with a Green Card as legal evidence of cover.

The cover provided under Section 8.1 is the minimum required by law in the country you are visiting from those stated above or any other country we agree to. Where this cover is less than the minimum cover provided in the United Kingdom, then the minimum cover required in the United Kingdom will apply.

## 8.2 Damage to your vehicle in Europe

Your policy also includes the cover described on your Certificate of Motor Insurance, for up to 120 days, to use your vehicle in the countries listed above if all the following applies:

1. That travel is for Social, Domestic and Pleasure purposes only;
2. That your permanent residence is within the territorial limits;
3. That your vehicle is taxed and registered within the territorial limits and is also normally kept within the territorial limits;

### 8.2.1 Vehicle transportation

Cover also applies when your vehicle is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed 65 hours in any one journey.

### 8.2.2 Travel between Northern Ireland and The Republic of Ireland

If you are a permanent resident of Northern Ireland, the cover shown on your Certificate of Motor Insurance is extended for the period of insurance for travel in the Republic of Ireland.

Cover under this section only applies when your vehicle is taxed and registered within the territorial limits and is also normally kept within the territorial limits.

## 9 No Claims Bonus

### If a claim has not been made

If a claim has not been made against this policy in the current period of insurance on an annual contract, we will apply a discount on your renewal premium for the next period of insurance which is known as a no claim bonus (please note this does not guarantee that your overall premium will be less than the previous period of insurance).

Please note that a maximum discount applies (your Broker can advise what our current discount scale is). Your no claim bonus entitlement is not transferable to any other person.

### If a claim has been made

If a claim has been made against this policy during the current period of insurance, we will reduce your no claim bonus entitlement as per the applicable scale below:

Number of Years No Claims Bonus at this renewal	4+ Years	3 Years
<b>No Claims Bonus at Next Renewal Date without NCB Protection</b>		
1 claim in next 12 months	2 years	1 year
2 claims in next 12 months	0 years	0 years

Number of Years No Claims Bonus at this renewal	4+ Years	3 Years
3 claims in next 12 months	0 years	0 years
4+ claims in next 12 months	0 years	0 years
No Claims Bonus at Next Renewal Date with NCB Protection		
1 claim in any 4 year period	4+ years	3 years
2 claims in any 4 year period	4+ years	3 years
3 claims in any 4 year period	2 years	1 year
4+ claims in any 4 year period	0 years	0 years

Number of Years No Claims Bonus at this renewal	2 Years or Less
No Claims Bonus at Next Renewal Date without NCB Protection	
1 claim in next 12 months	0 years
2+ claims in next 12 months	0 years

#### **If your no claim bonus IS protected:**

If you have paid for this option and it is shown in the endorsements section of your policy schedule, your no claim bonus entitlement (as at last renewal) is protected unless more than two claims are made against this policy within four continuous periods of insurance. If more than two claims have been made within this period then your no claim bonus will be reduced as per the scale above.

If an incident occurs after we have confirmed your renewal premium but before the expiry date of the current period of insurance, we are entitled to take back any additional discount given to you if a claim is made and also reduce your no claim bonus entitlement in accordance with whichever of the above scales apply.

Please note that this is a no claim not a no blame bonus. If an incident occurs where another party is responsible and we have to make a payment, your no claim bonus entitlement will be reduced at next renewal in accordance with the applicable scale above unless we successfully make a full recovery of our losses from those responsible or Section 2.11 Uninsured Driver Promise applies.

# 10 General Exclusions

## Use and Drivers

We will not pay for any loss, damage, injury, death or any other liability caused in any of the following circumstances whilst your vehicle is being used, driven or in the charge of for that purpose:

1. For a use not specified or permitted on your Certificate of Insurance;
2. For pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event;
3. On the Nurburgring Nordschleife, or any sections of private toll roads without speed limits;
4. For racing, formally or informally, or other competitive driving against another motorist whether on a road or track;
5. By any person who is not stated in the “persons or classes of persons entitled to drive” section on your Certificate of Insurance or your policy schedule unless your vehicle has been stolen;
6. By a person who does not hold a valid driving licence or is disqualified from driving;
7. By a person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
8. With a load or a number of passengers which is unsafe or illegal;
9. When carrying a load which is not secure;
10. When the vehicle is rented out or used for a peer to peer hire scheme, regardless of the purpose for which that person is using the vehicle.

## Deliberate Acts

We will not pay for the death of or injury to any person or the loss of or damage to any property caused as a result of the deliberate use of your vehicle:

1. To cause damage to other vehicles or property; and/or
2. To cause injury to any person and/or to put any person(s) in fear of injury.

## Drink and Drugs

We will not provide any cover under this policy if an accident occurs whilst you or any other insured person:

1. Is found to be over the prescribed limit for alcohol;
2. Is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
3. Fails to provide a sample of breath, blood, saliva or urine when required to do so, without lawful reason.

## 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 vehicles 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.

### **Other Contracts**

We will not pay for any legal responsibility you have accepted under an agreement or contract unless you would have had that responsibility anyway.

### **War, Earthquake, Riot and Terrorism**

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
2. Earthquake;
3. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

However, we will provide any liability that is required under Road Traffic Law.

### **Nuclear/Radioactive Contamination**

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

1. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
2. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

### **Pollution**

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

### **Hazardous Goods**

We will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

### **Airport Use**

We will not pay for any loss, damage or liability arising whilst your vehicle or any other vehicle covered by this policy is in:

1. Any place where aircraft take off, land or park including any associated service roads;
2. A refuelling area, ground equipment areas or the Customs examination areas of international airports.

**Sonic Bangs**

We will not pay for any 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 whilst your vehicle is being used by you or any other insured person:

1. In the course or furtherance of a crime; or
2. As a means to escape from, or avoidance of, lawful apprehension.

# 11 General Conditions

**Your duty: Policy Terms and Information**

We will only provide the cover as set out in this policy if:

1. You and all other insured persons keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;
2. All of the information provided on the proposal form or statement of fact declaration and any information provided since, is correct and complete to the best of your knowledge and belief, and that you have not misrepresented any such information you have supplied.

If any of the above conditions are not met then we may reject a claim in full, reduce the payment of a claim or your policy may be cancelled or treated as if it never existed.

**Motor Insurance Database**

It is a condition of this policy that you must inform your Broker immediately if you either change the vehicle insured on this policy or change the registration number of the vehicle insured on this policy for entry on the Motor Insurance Database.

Please note that any breach of this condition may result in the cancellation of your policy or the non-payment of a claim.

**Safety and security of your vehicle**

You, and any other person insured by this policy, must take all reasonable precautions to:

1. Keep your vehicle in a safe and roadworthy condition;
2. Protect your vehicle from loss or damage;
3. Ensure your vehicle has a valid MOT test certificate if required to do so by law.

**Other Insurance**

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

## Changes in circumstances

You must tell us as soon as possible about any changes to the information you provided at the time of quotation, when you took out this policy, during the policy cover or at renewal. Examples of such changes include but are not limited to:

- Changing or selling your vehicle;
- Changing your vehicle registration number;
- Modifying your vehicle from the manufacturer's original specification (this includes accessories and/or spare parts as some may be classed as modifications);
- Changes to the value of your vehicle to that stated on your policy schedule;
- Changing the purpose that your vehicle is used for;
- Changing the drivers that are insured on this policy;
- If any of the drivers insured on this policy has their driving licence revoked;
- If any of the drivers insured on this policy are charged or convicted of a motoring or criminal offence (including fixed penalty offences such as speeding);
- If any of the drivers insured on this policy have been involved in any accidents or other incidents (such as fire, theft or malicious damage) related to any motor vehicle, whether the vehicle is insured with us or not and regardless of blame;
- If any of the drivers insured on this policy changes their driving licence entitlement (e.g. from a Provisional or EU licence to a Full UK licence);
- If any of the drivers insured on this policy develops a medical condition that may affect their ability to drive;
- If any of the drivers insured on this policy changes occupation or becomes unemployed;
- If you change your address or the address of where your vehicle is kept overnight.

If you do not tell us about any changes then your policy cover may be affected (which may also affect the payment of a claim) or your policy may become invalid.

## Administration fee

Please note that for policy arrangement at Inception & Renewal and for changes to your policy during the current period of insurance, or for a duplicate copy of your policy documents, we will charge you an administration fee of up to £10 to cover our administration costs. If a change is made this fee will be in addition to any alteration in your insurance premium.

If we or you choose to cancel the policy during the policy period an administration fee of £25 excluding Insurance Premium Tax will apply.

Please note that our fee does not include any administration charge that your Broker may apply

## **Cancellation**

### **By us**

We or your authorised Broker have the right to cancel this policy at any time where there is a valid reason for doing so upon sending you seven 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.

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

Valid reasons include but are not limited to:

- Where your Broker has been unable to collect a premium payment. In this case they will contact you in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. Your policy will be cancelled if payment is not received by the end of the cancellation notice period;
- Non-receipt of requested documentation such as a copy of your driving licence or evidence of no claim bonus. In this case your Broker will ask you to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. Your policy will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- Where you have deliberately or recklessly misrepresented any information you have supplied or withheld any information which we or your Broker have asked for;
- Where you have not told us about any changes to the information you provided at the time of quotation, when you took out the policy, during the policy cover or at renewal if these changes may have resulted in an increased risk to us. Examples of changes are listed in the General Conditions section under 'Changes in circumstances';
- Where we reasonably suspect or have evidence of criminal or fraudulent activity, we may cancel your policy without any prior notice.

If we cancel your policy due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter your broker will send to you.

If we cancel due to non-receipt of any documentation we have requested, we will refund the unexpired portion of the annual premium you have already paid, unless there has been a claim in the current insurance period.

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.

### **By you**

You may cancel this policy at any time by contacting your Broker. If a claim has not been made in the current period of insurance, we will provide a refund based on the annual premium in accordance with the following scale:

Period of Cover	Refund
Up to 1 month	75%
Up to 2 months	60%
Up to 3 months	50%
Up to 4 months	40%
Up to 5 months	30%
Up to 6 months	25%
Up to 7 months	20%
Up to 8 months	10%
Over 8 months	No refund

Please note that in certain circumstances, cancellation on a pro-rata basis may be agreed, however this will be subject to an administration fee of £25 excluding Insurance Premium Tax (your Broker may also apply an administration fee against any refund due therefore please check this with them).

If a claim has been made in the current period of insurance then we will retain the full premium.

### Cooling-off period – 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. This 14 day period will commence from either the start date of the contract or the date on which you receive the full terms and conditions of the contract, whichever is later.

If you wish to cancel this policy, please contact your Broker advising of your wish to cancel within this 14 day period. Provided a claim has not been made, a pro-rata charge will be made for the period of cover we have provided plus an administration fee of £25 excluding Insurance Premium Tax.

### Claims handling

1. You must tell us without delay about any event that could lead to a claim.
2. You must without delay send us any correspondence unanswered you receive from third parties relating to your claim.
3. You must give us all the information and assistance we require to deal with the claim and you or the person driving must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
4. You must fully co-operate with any third party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to you upon request to [claims.kgm@kgmus.co.uk](mailto:claims.kgm@kgmus.co.uk)).
5. We are entitled to take over, defend or settle any claim under this policy in the name of you or any other person covered by this policy and we are entitled to take legal action in any such name to recover any payments we make.

### **Right of Recovery**

If we are required to pay a claim under Road Traffic Law (including settling such a claim on a reasonable basis in anticipation of such a liability), which we would not otherwise be liable to pay had the law not existed, we shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) we make from you if you or any other insured person:

1. Caused the loss directly or indirectly;
2. Caused or permitted the vehicle to be driven by an uninsured driver;
3. Through act or omission, caused this insurance to be invalid.

### **Electronic Service**

In the event that we bring proceedings against you as a result of any act or omission by you in relation to this policy we may, at our discretion, serve proceedings upon you by email utilising the email address you provided to us when taking out this policy or such other email address you notify to us in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 megabytes (MB).

### **Fraudulent claims**

We will not pay for any loss, damage or liability if you or any other person covered by this policy or anyone acting for you makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances we will by notice to you cancel this insurance contract with effect from the time of the fraudulent act without refunding any premium and will seek to recover any sums that we have paid in respect of that claim.

## **12 Financial Services Compensation Scheme**

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](http://www.fscs.org.uk) or you can contact them on 0800 678 1100 or 020 7741 4100.

# 13 Our Complaints Procedure

## Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## Who to contact in the first instance

Many concerns can be resolved straight away. If your complaint relates to the sale or administration of your policy, in the first instance please get in touch with your broker. Contact details will be provided on correspondence that we or our representatives have sent you. (For example on your welcome or renewal communication or on claim acknowledgment letters.)

If your complaint is about a claim then you can contact us by phone on 020 8530 7351 or email [claims@kgmus.co.uk](mailto:claims@kgmus.co.uk).

Alternatively you can contact us for any policy related issues as below:

**Telephone:** 020 8530 7351

**Email:** [complaints@kgmus.co.uk](mailto:complaints@kgmus.co.uk)

**By post:** Complaints  
KGM Motor Insurance  
St James House  
27–43 Eastern Road  
Romford RM1 3NH

## Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phone and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.



**KGM Motor**

St James House, 27–43 Eastern Road, Romford RM1 3NH  
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