

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

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Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



Steve Langan
Managing Director, Hiscox UK

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on +44 (0) 01206 773705
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

Definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Amount insured

The amount chosen by **you** and shown in **your** schedule for each **insured car** which is the most **we** will pay for any one claim following **damage** to that **insured car**.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Damage

Physical damage or physical destruction as a direct result of impact.

Endorsement

A change to the terms of the **policy**.

Excess

The amount **you** must bear as the first part of each agreed claim.

Insured car

The vehicle or vehicles insured under this **policy** shown in **your** schedule. This does not include the engine, gearbox, differential, camera equipment, personal accessories or any equipment not fitted to the fabric of the vehicle.

Insured driver

The agreed person insured to drive any **insured car** as shown in **your** schedule.

Insured event

The agreed events shown in **your** schedule where **your insured car** is covered under this **policy**. This includes the testing, official practice, qualifying, warm up, racing, official publicity or official leisure events associated with the event.

This does not include transit to and from the event and does not include storage of the **insured car** at the event when not being used.

Nuclear risks

- a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
- c. all operations carried out on any site or premises on which anything in a. or b. above is located.

Period of insurance

The time for which this **policy** is in force as shown in the schedule.

Policy

This insurance document and the schedule, including any **endorsements**.

Repairing labour

Labour costs (including labour costs to repair or re-paint the chassis or bodywork of the vehicle) incurred to mitigate the cost of replacement parts following **damage** occurring during the **period of insurance** to an **insured car**.

This does not include any dismantling or reassembly costs associated with preparing an **insured car** for any repairs or re-painting.

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a. is committed for political, religious, ideological or similar purposes; and
- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c.
 - i. involves violence against one or more persons; or
 - ii. involves damage to property; or
 - iii. endangers life other than that of the person committing the action; or
 - iv. creates a risk to health or safety of the public or a section of the public; or
 - v. is designed to interfere with or to disrupt an electronic system.

War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

We/us/our

The insurers named in the schedule.

You/your

The insured named in the schedule.

Conditions precedent

The general conditions 2, 3 and 4 and the general claims conditions are all conditions precedent to **our** liability.

We will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Basis of insurance

1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.

All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

Change of circumstances

2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance and includes a change of vehicle or driver.) **We** may then change the

	terms and conditions.
Due diligence	3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.
Premium payment	4. We will not make any payment under this policy unless you have paid the premium.
Cancellation	5. You or we can cancel the policy by giving 14 days' written notice. We will give you a pro rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, if the return premium that would be payable is under £50 or if we have paid claims to you that exceed the agreed premium that you paid at the start of the period of insurance , we will not refund any premium. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Multiple insureds	6. The most we will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you . You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy .
Aggregate limit	7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance .
Rights of third parties	8. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	9. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Governing law	10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.
Salvage	12. Following our payment of an agreed claim under this policy , we shall retain the ownership of any damaged parts of the insured car or, if the claim is for a total loss, we shall retain the ownership of the insured car .

What is covered	We will insure you for damage occurring during the period of insurance to your insured car whilst being driven by an insured driver at an insured event
Optional extensions	The following extensions to your policy may be purchased by you for an additional premium. If any of these extensions have been purchased they will be shown in your schedule.
Fire cover	1. We will also cover physical damage or physical destruction occurring during the period of insurance to an insured car by fire following an impact whilst being driven by an insured driver at an insured event . We will only pay for physical damage or physical destruction by fire not following impact occurring during the period of insurance to an insured car whilst being driven by an

Engine, gearbox and differential cover	<p>insured driver at an insured event if this extension has been purchased by you for this policy and is shown in your schedule.</p> <p>2. We will also cover damage occurring during the period of insurance to the external casing of an insured car's engine, gearbox or differential following an impact whilst being driven by an insured driver at an insured event.</p> <p>We will only pay for damage to the internal parts of the engine, gearbox or differential of an insured car following an impact occurring during the period of insurance to the insured car whilst being driven by an insured driver at an insured event if this extension has been purchased by you for this policy and is shown in your schedule.</p>
Labour cover	<p>3. We will also cover repairing labour following damage occurring during the period of insurance to an insured car whilst being driven by an insured driver at an insured event.</p> <p>We will only pay for additional dismantling or reassembly labour costs associated with preparing an insured car for any repairs or re-painting following damage occurring during the period of insurance to the insured car whilst being driven by an insured driver at an insured event, if this extension has been purchased by you for this policy and is shown in your schedule.</p>

What is not covered

- A. We will not make any payment for:
1. physical damage or physical destruction caused by:
 - i. wear and tear, scratching, denting, bruising, inherent defect or any gradually operating cause;
 - ii. frost, dryness or humidity, atmospheric or climatic conditions, being exposed to light or extreme temperatures including by fire other than the cover provided under optional extensions, fire cover, if this optional extension has been purchased by **you** and is shown in **your** schedule;
 - iii. a virus or hacker;
 - iv. earthquake, riot or civil commotion occurring anywhere other than England, Wales or Scotland;
 - v. reckless, dangerous or other deliberate driving tactics by the **insured driver** that were likely to result in **damage**
 - vi. explosion or any mechanical or electrical breakdown or failure not directly caused by an impact to the **insured car**;
 - vii. any aircraft or other aerial device travelling at sonic or supersonic speeds;
 - viii. impact of the underside of the **insured car** with the kerb or normal contact with the surface of the track;
 - ix. defective parts or faulty workmanship.
 2. physical damage or physical destruction to:
 - i. any **insured car** whilst not being driven by an **insured driver** at an **insured event**;
 - ii. any part of the engine or gearbox where not as a direct result of impact to the **insured car**;
 - iii. the **insured car** whilst being cleaned, worked on or maintained;
 - iv. the **insured car** whilst being driven by anyone under the influence of any drugs or alcohol;
 - v. any consumable items including but not limited to tyres, fluids, brake pads, wheel bearings or filters;
 - vi. the engine, gearbox or differential of the **insured car** unless this optional extension has been purchased by **you** and is shown in **your** schedule;
 - vii. the **insured car** following fire unless this optional extension has been purchased by **you** and is shown in **your** schedule.

3. any liability arising directly or indirectly from:
 - i. any death or bodily or mental injury or disease of any person;
 - ii. any damage to or destruction of any property not insured under this **policy**;
 - iii. any shipping or transportation costs;
 - iv. any loss of value, depreciation or loss of use of **insured cars** or parts;
 - v. any financial loss including but not limited to loss of revenue, loss of sponsorship, loss of profit, increased operating costs, taxes or surcharges, or any other special or indirect loss;
 - vi. any Road Traffic Act legislation or any equivalent directive or legislation relating to motor vehicles using public highways or any vehicle related compulsory insurance scheme.
4. the costs of any labour associated with **damage** to any **insured car** (other than **repairing labour**) unless this optional extension has been purchased by **you** and is shown in **your** schedule.
5. **damage** or any liability arising directly or indirectly from any act by the **insured driver**, or any sponsor, team or any other person with any controlling influence on the actions of the **insured driver** or **insured car**, where it was known, or reasonably ought to have been known, that such action was likely to result in loss, destruction or damage.
6. physical damage or physical destruction arising directly or indirectly from **confiscation, terrorism, war** or **nuclear risks**.
7. the amount of the **excess**.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> <p>At our option we will:</p> <ol style="list-style-type: none"> 1. pay for the insured car to be repaired at a mutually agreed facility; or 2. replace the insured car with an equivalent vehicle; or 3. pay for the replacement parts, repair of parts, fabrication of parts and repairing labour required for repairs to be carried out to the insured car.
Special limits	
Labour costs	<ol style="list-style-type: none"> 4. The most we will pay for any labour costs that are covered as part of this policy is £50 or €55 per hour and the most we will pay in total for labour is 50% of the value of the parts required as part of the claim to repair the insured car.
Costs of parts	<ol style="list-style-type: none"> 5. The most we will pay for parts required to repair your insured car is the cost shown in the most recently published list from the appropriate manufacturer of that part. If there is no parts list available then we will not pay more than 10% of the amount insured for any one part. <p>We will not make any payment for the costs of modifying parts unless this has been specifically agreed by us and this is shown in your schedule.</p>
Aggregate limit	<ol style="list-style-type: none"> 6. If your schedule shows a policy limit then this is the most that we will pay in total for this policy.
Excess	<ol style="list-style-type: none"> 7. The most we will pay for any one claim is the amount insured less the excess payable by you.

Engine, gearbox and differential

8. **We** will make a reasonable deduction for pre-accident usage for any internal parts of the engine, gearbox or differential subject to **you** having purchased this optional extension and it being shown in **your** schedule.

Your obligations

General claims conditions

1. **We** will not make any payment under this **policy** unless **you**:
- provide Ryan Motorsport Insurance Limited with details of the incident that has led to the claim under this **policy** and full details of the **damage** that has occurred within 48 hours of the incident occurring (including when, where and how the incident occurred and the initial estimate of the damage or destruction); and
 - provide photographs of the damaged vehicle and damaged parts within 10 working days and complete the appropriate claim form, which can be found at www.ryanmi.com, within a reasonable timeframe; and
 - provide **us**, at **your** expense, with an independent statement from an official present at the **insured event** to confirm the date, location, time and circumstances of the incident; and
 - provide **us**, at **your** expense, with photographs of the **damage** that has been sustained to the **insured car** taken before any remedial or repair work has been undertaken, including all surfaces of the vehicle; and
 - at **your** expense carefully store any damaged parts for inspection by **us** and any loss adjuster appointed by **us** and provide appropriate assistance or facilities to allow inspection to take place; and
 - provide **us**, at **your** expense, with supporting invoices and documents at **our** request to support **your** claim, including but not limited to:
 - all invoices in respect of any subcontracted work undertaken as part of the claim; and
 - all invoices in respect of parts that make up the claim, with itemised details of the part and cost for each; and
 - give **us**, at **your** expense, any additional information which **we** may reasonably require and co-operate fully with **us** and any loss adjuster appointed by **us** in the investigation and settlement of any claim under this **policy**; and
 - make every reasonable effort to minimise any further loss or damage to the **insured car** or its parts and take appropriate measures immediately if they are required to reduce any claim; and
 - give **us** all assistance **we** require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.