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Policy wording

Introduction

This insurance has been specially designed for **your vehicles**. **We** intend the language and layout to be clear because **we** want **you** to understand the cover **we** provide and **your** obligations. Many of the words and phrases **we** use have a special meaning in this **policy**. If a word or phrase is in **bold** type, please refer to the definitions section.

It is important that **you** read this **policy** document, together with any **endorsements** and the **risk details**, very carefully. If anything is not correct, please call **your** insurance agent as soon as possible.

We will provide this insurance in return for the premium you have paid.

Complaints procedure

We pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to **us** or the complaints team at Lloyd's.

Our contact details are:

Hiscox Customer Relations The Hiscox Building Peasholme Green York YO1 7PR United Kingdom

Telephone: +44 (0)800 116 4627 (calls to this number within the United Kingdom are free on mobile phones and landlines); or +44 (0)1904 681 198

Email: customer.relations@hiscox.com.

The address of the complaints team at Lloyd's is:

Complaints Lloyd's One Lime Street London EC3M 7HA United Kingdom

Telephone: 020 7327 5693 Fax: 020 7327 5225

Email: complaints@lloyds.com Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaint – How We Can Help' available at www.lloyds.com/complaints and are also available from the above address.

If you are not satisfied with the way your complaint has been dealt with, you may ask the Financial Ombudsman Service to review your case without affecting your legal rights. The address is:

The Financial Ombudsman Service Exchange Tower London E14 9SR United Kingdom

Telephone: 0800 023 4567 (calls to this number within the United Kingdom are free on mobile phones and landlines)

 $0300\ 123\ 9123$ (calls to this number within the United Kingdom cost no more than 01 and 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk.

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

In any communication, please quote the policy number shown in the risk details.



Policy wording

Definitions Words shown in **bold** type are defined below and have the same meaning throughout

this insurance.

Total amount insured The most **we** will pay for each incident of loss as shown in the **risk details**.

Vehicle/vehicles The vehicle(s) and/or other items of property shown in the risk details.

Endorsement A change to the terms of the **policy** agreed by **us** in writing.

Excess The amount for which **you** are responsible as the first part of each agreed claim.

Period of insurance The time for which this insurance is in force as shown in the risk details.

Policy This insurance document and the risk details, including any endorsements.

Risk details The document showing your name, your address and your insurance details that we sent

you when we accepted this insurance or following any subsequent amendment to your cover,

whichever is the more recent.

We/us/our Syndicate 33 at Lloyd's and other underwriters who have a share in this insurance and are

shown in the Security details.

You/your The insured shown in the risk details.

The cover

What is covered We will insure your vehicles while at the named location(s) and within the territorial limits

shown in the **risk details**, against physical loss or physical damage which happens during the **period of insurance**, subject to the exclusions, terms and conditions shown below.

Basis of valuation The amount insured agreed by **us** and shown in the specification held by **us** or **your**

insurance agent.

Extended Reinstatement

Value

We will reinstate your vehicle to the same condition as immediately before the loss, up to an additional 25% of the value of the vehicle shown on your schedule, or an additional maximum

of CHF 100,000 (whichever is the lesser), if the cost to repair your vehicle is more than the sum insured on your schedule.

How much we will pay

Total loss If a **vehicle** is lost or destroyed **we** will pay the amount insured of that **vehicle** as shown in

the basis of valuation above. **We** will consider a **vehicle** to be destroyed when the cost of its repair exceeds the amount insured of that **vehicle** as shown in the basis of valuation above.

Partial damage If a **vehicle** is partly damaged, **we** will pay the reasonable cost and expense of restoration.

The most we will pay in total is the amount insured of that vehicle as shown in the basis of

valuation above.

Full payment If we pay the full amount insured for a vehicle, we will then own it and have the right to take

possession of it.

Additional expenses We will pay the reasonable and necessary additional expenses incurred by you to avoid or

reduce a loss insured under this **policy**. We will only provide this cover if the amount of loss

is reduced by more than the expenses incurred.

Total amount payable The most **we** will pay in total for each incident of loss is the **total amount insured** plus any

additional expenses as described above.



Policy wording

Other cover

New possessions

What is not covered

We will allow an increase in the **total amount insured** of up to 10% to cover any vehicle(s) or additional items of property **you** acquire during the **period of insurance** unless otherwise stated in the **risk details**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium.

We do not cover:

- loss or damage caused by wear and tear, gradual deterioration, inherent defect, rust or oxidation, moths, insects, vermin, warping, shrinkage, rot, fungus, mould or infestation.
- loss or damage caused by or resulting from maintenance, repair, renovation, restoration, modification or any similar process.
- loss or damage caused by or resulting from aridity, humidity, exposure to light or
 extremes of temperature whether naturally occurring or not. This exclusion does
 not apply to loss or damage directly resulting from or caused by storm, frost or fire.
- 4. decrease in value.
- mechanical or electrical faults or breakdown.
- 6. the amount of the excess shown in the risk details for each incident of loss.
- 7. loss or damage occurring while a vehicle is being:
 - a. driven by any person who does not hold or is disqualified from holding a full driving licence to drive such **vehicle**;
 - b. driven by any person other than the named drivers in the **risk details** as entitled to drive, except while a **vehicle** is in the care, custody or control of a member of the motor trade for maintenance or repair;
 - c. used for racing, rallying, speed testing, hill climbs or trials; or
 - d. rented or used for monetary or other consideration.
- loss or damage if the relevant maximum mileage limit shown in the risk details has been exceeded.
- 9. loss or damage directly or indirectly caused by or resulting from:
 - ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - e. any chemical, biological, bio-chemical, or electromagnetic weapon.
- 10. loss or damage directly or indirectly caused by or resulting from war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, unless the **vehicle** is being transported by air or by sea.
- loss or damage caused by or resulting from any vehicle being confiscated or taken, or deliberately damaged or destroyed, by or under order of any government or public or local authority.
- any claim where you would be entitled to be paid under any other insurance if this policy did not exist.

What to do when a loss occurs

You must comply with the obligations set out in the following claims conditions. If **we** determine that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with any of the following claims conditions, **we** may refuse **your** claim or reduce the amount of any payment **we** make for the claim.



Policy wording

How to make a claim

You must tell us or your insurance agent as soon as possible about any incident which you may need to claim for under this insurance. If you think a crime has been committed, you must also tell the police and obtain a crime reference number from them.

You must prove the loss or damage has happened and give ${\it us}$ all the co-operation ${\it we}$ need to investigate your claim.



Policy wording

Recovering a loss payment

We may start proceedings in **your** name, but at **our** expense, to recover for **our** benefit, the amount of any payment **we** have made under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

Recovered property

If we recover any vehicle(s) after we have paid a claim, we will write to you at your correspondence address shown in the risk details and you can buy it back from us within 90 days. We will charge:

- 1. the amount **we** paid for **your** claim plus interest; or
- 2. the market value of the item at the time we recover it;

whichever is less.

False claims

If **you** have tried to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- we shall be entitled to give you notice of termination of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
- we shall be entitled to refuse to make any payment under the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information:
- you must reimburse all payments already made by us relating to claims made or losses
 occurring after the date of any fraudulent act or claim or the provision of such false
 information; and
- 4. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

General conditions

Reasonable care

You must take reasonable steps to protect your vehicle(s) against loss or damage and to keep it in good condition and repair. If you make a claim under this insurance and we determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by your failure to comply with your obligations under this condition, we may refuse to pay your claim or reduce the amount of any payment we make for the claim.

Protections

You must ensure that all physical protections notified to **us** at the location(s) listed in the **risk details** are engaged whenever such location(s) are left unattended.

You must ensure that all fire alarm and security systems notified to **us** at the location(s) listed in the **risk details** are activated whenever such location(s) are left unattended. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this insurance. All systems must be regularly serviced under contract by a reputable company at least annually.

You must ensure that unattended **vehicles** are locked and secured. The keys must be removed if no one is in the **vehicle**.

If **you** make a claim under this insurance and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim.

Cancellation

You may cancel this policy by writing to us:

- 1. within 14 days from the start of this insurance or the date of receipt of **your policy**, whichever the later, and receive a full premium refund if **you** have not made a claim; or
- at any time after the first 14 days from the start of this insurance or receipt of your policy, whichever the later and we will return any premium you have paid for any period of insurance left provided you have not made a claim.

We may cancel this **policy** by sending **you** 30 days' notice by recorded post to **your** correspondence address shown in the **risk details**. We will only do this for a valid reason. We will return any premium **you** have paid for any **period of insurance** left.



Policy wording

Third parties

This **policy** is solely between **you** and **us**. Nothing in this **policy** is intended to give any other person any benefit under this **policy** or the right to enforce any term of this insurance.

Joint insured

If there is more than one insured named in the risk details, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.

Information

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

Misrepresentation

If we establish that you deliberately or recklessly provided us with false information we will treat this insurance as if it never existed and decline all claims.

If we establish that you were careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered:
- 2. amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- 3. cancel your policy in accordance with the cancellation condition.

We or your insurance agent will write to you if we:

intend to treat this insurance as if it never existed; or

need to amend the terms of your policy.

Change in circumstance

You must tell us, as soon as possible, if there are any changes to the information you have given us. You must also tell us if you have been made bankrupt or convicted of a crime during the period of insurance.

When we are notified of a change we will tell you if this affects your policy. For example we may cancel your policy in accordance with the cancellation condition or amend the terms of your policy.

If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

Governing law and jurisdiction Unless some other law is agreed in the risk details, this insurance is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales unless some other jurisdiction is agreed in the risk details.



Classic cars – CC17 Policy wording

Risk details							
Policy number:							
Address for correspondence:							
Period of insurance:	From: To:	/					
Named location(s) at which the vehicles are kept:							
Vehicles and/or other	As shown in the attached list.						
items of property:	Cover	Vehicles as numbered in the attached list	Deductible each and every loss				
	At the named location(s) only						
	2. At or away from the named location(s) (excluding under own power)						
	Territorial limits						
	3. Under own power						
	Territorial limits						
	Maximum mileage per vehicle per annum						
Total amount insured:							
Excess:							
Named drivers:							
Premium:							
Law and jurisdiction:							



Classic cars – CC17 Policy wording

Make	Model	Year	Registration no.	Chassis no.	Current mileage
	Make	Make Model	Make Model Year	Make Model Year Registration no.	Make Model Year Registration no. Chassis no.