



Classic cars – CC23
Policy wording

Guide to sections	Introduction	3
	Complaints procedure	3
	Definitions	4
	The cover	4
	What to do when a loss occurs	6
	General conditions	6
	Risk details	8
	Vehicle information	9
	Vehicles to be insured	9

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**. If anything is not correct, please contact **your** insurance agent as soon as practicable.

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.

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 or +44 (0)1904 681 198
Email: customer.relations@hiscox.com.

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

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent ME4 4RN
United Kingdom

Telephone: 020 7327 5693
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 or 0300 123 9123

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.financial-ombudsman.org.uk.

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

Definitions	Words shown in bold type are defined below.
Excess	The amount for which you are responsible as the first part of each agreed claim.
Named location(s)	The location(s) shown in the risk details .
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 changes to the terms of the policy agreed by us in writing.
Risk details	The document showing your name, your address and your insurance details agreed by us in writing when we accepted this insurance or following any subsequent amendment to your policy .
Total amount insured	The most we will pay for any one loss as shown in the risk details .
Vehicle/vehicles	The vehicle(s) and/or other items of property shown in the risk details .
We/us/our	The underwriters who have a share in this insurance and that are shown in the list of underwriters in your policy .
You/your	The insured shown in the risk details .

The cover

What is covered	<p>We will insure your vehicles against physical loss or physical damage up to the total amount insured provided that such physical loss or physical damage:</p> <ol style="list-style-type: none"> 1. happens during the period of insurance; and 2. happens whilst at the named location(s) or within the territorial limits stated in the risk details; <p>subject to the exclusions, terms and conditions shown below.</p>
Basis of valuation	The amount insured agreed by us and shown in the specification held by us or your insurance agent.
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. A vehicle will be considered to be a total loss if the cost of repair exceeds the amount insured for that vehicle .
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 total amount insured for a vehicle , we will then own it and have the right to take possession of it.
Claims preparation costs	We will not pay for the cost of preparing a claim.
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.

Other cover

New possessions

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.

What is not covered

We do not cover:

1. 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.
2. loss or damage caused by or resulting from maintenance, repair, renovation, restoration, modification or any similar process.
3. 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.
5. mechanical or electrical faults or breakdown.
6. the amount of the **excess** shown in the **risk details**.
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**, 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.
8. 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:
 - a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter;
 - d. 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. **We** do not cover loss or damage to **vehicles** whilst they are being transported by air or by sea, directly or indirectly caused by or resulting from the outbreak of war (whether there be a declaration of war or not) between any of the following: the United Kingdom, the United States of America, France, the Russian Federation or the People's Republic of China.
11. 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.
12. 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.

How to make a claim

You must tell **us** or **your** insurance agent as soon as practicable 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 **us** all the co-operation **we** need to investigate **your** claim.

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 of **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 compound 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 by making a fraudulent claim under this **policy** then:

1. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the time of any fraudulent act or claim or the provision of such false information;
2. **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 time of any fraudulent act or claim or the provision of such false information;
3. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the time 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 them 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 **named location(s)** are engaged whenever such location(s) are left unattended.

You must ensure that all fire alarm and security systems notified to **us** at the **named location(s)** are activated whenever such location(s) are left unattended. **You** must also advise **us** as soon as reasonably practicable 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.

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Policy wording

Cancellation	<p>You may cancel this policy by writing to us:</p> <ol style="list-style-type: none">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, orat 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. <p>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.</p>
Third parties	<p>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.</p>
Joint insured	<p>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.</p>
Information	<p>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.</p>
Misrepresentation	<p>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.</p> <p>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:</p> <ol style="list-style-type: none">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; oramend 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; orcancel your policy in accordance with the cancellation condition. <p>We or your insurance agent will write to you if we:</p> <ol style="list-style-type: none">intend to treat this insurance as if it never existed; orneed to amend the terms of your policy.
Change in circumstance	<p>You must tell us, as soon as practicable, 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.</p> <p>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.</p> <p>If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.</p>
Governing law and jurisdiction	<p>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.</p>
Sanctions	<p>We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.</p>

Risk details

Policy number:

Insured:

Address for correspondence:

Period of insurance:

From:

To:

 / /

 / /

Named location(s) where vehicles are kept:

Vehicles and/or other items of property:

As shown in the attached list.

Cover		Vehicles as numbered in the attached list	Deductible each and every loss
1.	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:

Conditions:

As per the CC23 wording.

Named drivers:

Premium:

