



Motor Sport Material Damage Policy

Underwritten by Chubb Insurance of Europe SA

The Contract of Insurance

This policy is a contract of indemnity between you, the policyholder and us, Chubb Insurance Company of Europe SA

In return for payment of the premium by you, we will provide insurance in accordance with the policy cover shown in the schedule in respect of accident damage occurring during the period of insurance.

This policy, the proposal and the schedule should be read together and form the contract of insurance.

Law Applicable to Contract

You and the Insurer are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of England and Wales will apply.

Definitions

To save lengthy repetition wherever the following words or phrases occur, they will have the precise meaning described below:

The insured / you

The person or persons described as the insured in the schedule.

The insurer / us / the company

Chubb Insurance Company of Europe SA.

Your vehicle

Any vehicle described and identified in the schedule.

Schedule

Details of you, your vehicle and the insurance protection provided to you.

The period of insurance

The period of time covered by this policy as shown in the schedule and any further period for which we agree to insure you.

Sum Insured

The amount chosen by you and shown in the schedule representing the limit of our liability under this policy, net of any excess.

Endorsement

Changes in the terms of your policy. These are shown in the schedule.

Excess

The amount of any claim you will have to pay if your vehicle is damaged.

On Track / Event

Any race, rally, time trial, qualification, test, publicity or leisure activity as described in the schedule.

Accident

An occurrence resulting in damage to the insured vehicle, the damage being caused by impact with one (or more) of the following; another competing car(s), a course boundary or course marker, any object **not** forming part of the road on which the competition takes place.

Section 1

Damage to your vehicle

If your vehicle is damaged as a direct result of an on track / event accident, we may, at our option either:

- *pay for your vehicle to be repaired; or
- *replace your vehicle; or
- *pay in cash the amount of the damage.

Cover applies to replacement parts, repair of parts, fabrication of parts and specialist labour for machining, fabrication, bodywork repairs, painting and pre-paint preparation, installation of wiring and fluid systems.

The maximum amount we will pay will be the sum insured shown in the schedule.

Exceptions to Section 1 of your policy

Your policy does not cover the following:

1. Damage to engine, transmission, paintwork not affected by the accident.
2. Impact damage to engine and transmission unless specified in the schedule.
3. Routine mechanical work, dismantling and reassembly which is part of the normal preparation process.
4. Damage caused directly by fire, lightning, explosion or self ignition.
5. Protection and removal to the repairers or delivery to you after repair.
6. Loss of use, depreciation, wear and tear or mechanical or electrical breakdowns, failures or breakage's.
7. Damage to tyres by braking or by punctures, cuts or bursts.
8. Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
9. Loss of value following repair.
10. Consequential Loss

General exceptions

Your policy does not cover the following:

1. Any liability.
2. Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
3. Any accident damage arising during or in consequence of
 - *earthquakes.
 - *riot or civil commotion occurring elsewhere than in Great Britain the Isle of Man or the Channel Islands.

Fire Cover.

The fire cover where provided by this policy: Fire damage sustained as a direct result of a fire or a fire following accident or impact in the course of the event whilst competing or pre-event testing where cover has been granted. Excluding fire following a deliberate act of sabotage or criminal act.

General conditions

Claims procedure

As soon as reasonably possible after any accident, but no later than **48 hours** after, you must inform. Competition Car Insurance at THB Clowes Ltd. in writing, giving full details of the incident. E. Mail or Fax is acceptable.

Claims must be made according to the following procedure:

1. Signed accident report by an event official.
2. Photographic evidence of the damage before any dismantling or repairs.
3. Photographic evidence of the damaged parts after removal.
4. Provision of a written list of parts and prices together with any labour cost.
5. All damaged parts must be retained until the claim has been settled.
6. Repairs should not be carried out without our authority except where an immediate repair agreement is in force.

Cancellation

We or Competition Car Insurance at THB Clowes Ltd. may cancel this policy by sending not less than 7 days notice to your last known address. We will calculate the premium for the period we have been insuring you (based on pro-rata rates) and refund any balance.

You may cancel this policy at any time by contacting Competition Car Insurance at THB Clowes Ltd. No refund of premium will be given.

Other insurance

If at the time of any claim arising under this policy there is any other insurance policy covering the same damage, we will only pay our share of the claim.

Your duty to prevent damage

You shall at all times take all reasonable steps to safeguard your vehicle from damage. You shall maintain your vehicle in efficient condition and we shall have, at all times, free access to examine your vehicle.

Arbitration

Where we have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens, a decision must be made before you can take any legal action against us.

Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and endorsements of this policy.

Fraud

If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

Complaints Procedure

Our Aim is at all times to provide a first class standard of service. However, there may be occasions when you feel this objective has not been achieved. Should you have any query or complaint regarding insurance please contact:

Competition Car Insurance
THB Clowes Ltd.
72 Maid Marian Way
Nottingham
NG1 6BJ

If after taking this action you are still dissatisfied please write to:

Chubb Insurance Company of Europe S.A
The Address for correspondence is available on request.

Should you then remain dissatisfied, you may , short of court action:

*if a private policyholder, approach:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

*approach the Association of British Insurers. Its address is:

Consumer information Department
51 Gresham Street
London
EC2V 7HQ

Alternatively, One of it's regional offices may be contacted for which the addresses and telephone numbers can be found in local telephone directories.