

# Insurance policy

## **Motorsport Accidental Damage Insurance**

We are pleased to welcome you as a policyholder. Your Accidental damage insurance is made up of three documents.

This insurance booklet  
The schedule, which shows any endorsements applying to your insurance  
The proposal form or statement of insurance.

You should read all of these documents and keep them in a safe place. The information you gave in the proposal form or statement of insurance is the basis upon which we have agreed to provide cover. If you know or believe that any information is incorrect or missing, please tell your insurance adviser immediately. If you do not give us accurate and complete information, your insurance may not be valid and we could refuse to pay any claim. If you need a copy of the proposal form or statement of insurance, please ask your insurance adviser.

We have done everything possible to make your documents as straightforward as possible and you should find them easy to follow. If you have any questions please call your insurance adviser.

You will also find useful advice on how to make a claim and what you can do if you are unhappy with our service.

You have taken out insurance with us (Allianz Global, corporate and Specialty). This document gives details of a legally binding contract of insurance.

We have used the information you have given us in your verbal or written declaration and either the proposal or statement of insurance.

We have agreed to insure you under the terms, conditions and exceptions in this document or in any endorsements. You must have paid the premium shown in the schedule.

Signed.

**Tim Skilton**

Line of Business Head

International Motorsports

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## Definitions

- AGCS –** Allianz Global Corporate & Specialty SE (herein called the Company) and the Named Insured (as named in the Schedule) agree:
- The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this Policy, in consideration of the payment to the Company of the premium for the Period of Insurance.
- Endorsement –** A change in the terms of your insurance. An Endorsement does not apply unless the number appears in your schedule.
- Sum Insured –** The amount chosen by you and shown in the schedule representing the limit of our liability to you under the policy.
- Excess –** the amount that you have to pay towards any valid claim under this insurance
- 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, a course boundary or course marker, any object **not** forming part of the road on which the event takes place.
- On Track / Event –** where the vehicle is on a track or event and is subject to the event organisers control
- Period of insurance –** The length of time covered by this insurance as shown in the schedule.
- The Schedule –** details of the sections of this insurance document which apply to you
- United Kingdom –** England, Scotland, wales, Northern Ireland, the Isle of Man and the Channel Islands.
- We, Us, Our, -** Allianz Global Corporate & Specialty SE
- You, Your –** The insured person named in the schedule.
- Your Car –** the insured car shown in the schedule.
- Cover –** The cover you have chosen is shown in your schedule. We have divided your cover into different sections.

**Accidental damage & Fire including Engine and Transmission –**

If you choose accident damage & fire including engine and transmission cover all sections apply.

**Accidental Damage & Fire following an accident excluding engine and Transmission –**

If you choose accidental damage & Fire following an accident excluding engine and transmission cover, sections 1 and 4 only Apply.

**Fire –**

If you choose Fire cover, Sections 3 and 4 apply.

**Section 1 –****Accidental damage to your vehicle.**

What we cover.

We will cover you under this section for damage to your vehicle excluding the engine and transmission (less any excess which applies) if your vehicle is damaged as a direct result of an on track /event accident.

We will not pay under this section for damage more specifically covered under sections 2, 3 or 4 of this Insurance.

We will, at our option either;

- Repair your vehicle; or
- Replace your vehicle; or
- Pay you an amount of cash.

The most we will pay will be the vehicle sum insured shown on the schedule less any excess payable.

**Section 2 –****Accidental Damage to the Engine and Transmission**

What we cover

We will cover you under this Section for damage to your engine and Transmission (less any excess that applies) if your vehicle is damaged as a direct result of an on track/event accident.

We will not pay under this Section for damage more specifically covered under sections 3 or 4 of this Insurance.

We will at our option either;

- Repair your engine and/or Transmission; or
- Replace your engine and/or Transmission; or
- Pay you an amount of cash

The most we will pay will be the vehicle sum insured shown on the schedule less any excess payable.

### **Section 3 –**

#### **Loss or damage to your vehicle by Fire**

What we cover

We will cover you under this section for damage to your vehicle (less any excess which applies) if your vehicle is damaged as a direct result of an on track /event fire. Excluding fire as a result of; deliberate acts of sabotage, criminal acts or gross negligence.

We will not pay under this section for damage more specifically covered under sections 4 of this Insurance.

We will, at our option either;

- Repair your vehicle; or
- Replace your vehicle; or
- Pay you an amount of cash.

The most we will pay will be the vehicle sum insured shown on the schedule less any excess payable.

### **Section 4 –**

#### **Loss or Damage to your vehicle by fire as a direct result of an Accident**

What we cover

We will cover you under this section for damage to your vehicle (less any excess which applies) if your vehicle is damaged as a direct result of an on track /event fire as a direct result of an accident. Excluding fire as a result of; deliberate acts of sabotage, criminal acts or gross negligence.

We will not pay under this section for damage more specifically covered under any other Insurance.

We will, at our option either;

- Repair your vehicle; or
- Replace your vehicle; or
- Pay you an amount of cash.

The most we will pay will be the vehicle sum insured shown on the schedule less any excess payable.

**Section 5 –****Loss or Damage to the track or Track Furniture as a direct result of an Accident**

What we cover

We will cover you under this section for damage to

1. the Track,
2. Track Furniture,
3. barriers and
4. ancillary equipment belonging to the Track owner or operator

as a direct result of an accident where the you are deemed to be at fault for the damage if incurred during racing, qualifying, time trials, testing, warm up or competitive driving events track days or sessions. Excluding Damage as a result of; deliberate acts of sabotage, criminal acts or gross negligence.

We will not pay under this section for damage more specifically covered under any other Insurance.

The most we will pay will be the sum insured shown on the schedule less any excess payable.



### General Exceptions

What we do not cover under this insurance:

1. Damage or Loss as a result of; Deliberate acts of sabotage, criminal acts or gross negligence.
2. Damage to phones or two way radios that are not permanently Fitted.
3. An amount of money to compensate you for not being able to use your vehicle and any other expenses you have to pay because of this
4. Loss of Value, wear and tear.
5. Any reduction in the value of your vehicle including loss of value following damage whether the vehicle was repaired or not.
6. Damage to Tyres caused by Braking, punctures, cuts or bursts
7. Damage caused by frost unless you took reasonable precautions
8. The cost of repairing or replacing parts of the vehicle which improve your vehicles condition, specification or performance compared to before the loss or damage happened.
9. The cost of repairing or renewing areas which were not damaged in the incident or directly affected by the incident for which you are claiming.
10. The loss of, or damage to, your vehicle resulting from Fraud or deception or by using a counterfeit or other form of payment which a bank or building society will not authorise.
11. The amount of any excess shown in your schedule
12. Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages other than as a result of a fire or accidental impact.
13. Routine mechanical work, dismantling and reassembly which is part of the normal preparation process.
14. Protection and removal of your vehicle to the repairers or delivery back to you after repair, including shipping, transportation and recovery costs.
15. Fire following a deliberate act of sabotage, criminal act or negligence.
16. Damage to the engine or to the gearbox or transmission unless specifically included on the schedule
17. Liability to other participants, to any third parties, or to passengers or any third party property damage.
18. Cost involved in repairing specialized [paintwork and logos unless specifically agreed
19. Loss or damage to your vehicle resulting from impact with the surface of the road including damage caused by road debris or stone chips.
20. Damage more specifically cover under any other insurance.
21. Damage to any vehicle covered by this insurance when the vehicle is:
  - a. Driven by or in the charge of anyone who is driving without your permission or is not included as a driver on the schedule;
  - b. In the charge of anyone who is disqualified from driving or who has not held, or who by law is prevented from holding or getting a driving licence;
  - c. Being driven outside of the limitations of the drivers licence.
  - d. Outside the united kingdom unless we have been advised about it and have agreed upon cover beforehand; or
  - e. Being driven in a damage condition; or
  - f. Being driven for any activity other than the one specified in the schedule.
22. Any result of War, revolution or similar event. Any loss or damage caused by any government public or local authority legally taking or damaging your property.
23. Any Loss or damage caused by;

- a. Earthquake; or
  - b. Riot or civil commotion happening in Northern Ireland or outside the United Kingdom
24. Any Loss or damage caused directly or Indirectly by:
- a. Ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel;  
or
  - b. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
25. Loss or damage caused by pressure waves from aircraft or flying objects
26. Loss or damage by pollution or contamination however caused.
27. Loss or damage costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
28. Loss or damage associated with or caused by a System failure if an system failure forms an identifiable element in the chain of events from which the Liability arises whether or not it is the proximate cause of such liability. System failure shall mean malfunction or non-function of any mechanical and/or electrical system (whether or not the property of the insured ) caused by
- a. The response of a computer to any date or date change or;
  - b. The failure of a computer to respond to any date or date change or;
  - c. The loss of or denial of access to any date either your own or third part or;
  - d. Any loss of or damage to or change or corruption in date or software on a computer or computer system or;
  - e. Any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website
- Computer includes computer hardware, computer software, microchip, microprocessor or any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information
29. Liability arising out of Loss Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
- a. Any act of terrorism regardless of any other cause or event contributing concurrently r in any other sequence to this loss
  - b. Any action taken in controlling preventing suppressing or in any way relating to the act of terrorism
- If the insurer(s) allege that by reason of this exclusion any loss Damage cost or expense is not covered by this insurance then the burden of proving the contrary shall be upon the insured
- In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.

### General Conditions

1. We will only provide the cover described in this insurance under the following circumstances
  - a. Anyone claims cover under this contract has kept to all the condition in this document and any endorsements
  - b. The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information this could lead to your claim not being paid or your insurance not being valid.
  - c. Your vehicle means any vehicle you have told us about and that we have agreed to cover. The vehicle must be your property or in your custody and control.
2. If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid.
3. After any event which could lead to a claim, tell us immediately (no later than 48 hours after the incident) by telephoning your Broker.
4. All claims must be supported by a signed accident report by an event official; Photographic evidence of the damage before any dismantling or repairs; photographic evidence of the damaged parts after removal and a written list of costs for parts and labour
5. Any damaged parts as a result of a fire or accident must be retained until the claim has been settled.
6. Any repairs must be authorised by us before any work is undertaken unless an immediate repair agreement is in place.
7. If your vehicle is damage and a part or accessory cannot be repaired or replaced, we will only pay you the amount showing in the manufacturers last United Kingdom list price. If we know that your car is an imported vehicle which we have agreed to cover and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturers last list price in the country your car came from. We will not pay for the cost of importing any part or accessory needed to repair your car.
8. If your car is under a Hire purchase or leasing agreement and it is a damaged and cannot be repaired or replaced we will pay the claim to the owner shown in the agreement.
9. If there is other insurance on force which covers the same loss, damage or liability as our insurance we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
10. You must take all reasonable steps to keep your car in a roadworthy condition at all times, and protect it from loss or damage. We can examine your car at any reasonable time.
11. Cancelling during the initial period of cover:

You have a right to cancel this insurance. To do this, you must tell your insurance adviser at least 48 hours before the first day of the event on the schedule and within 14 days of the day you receive the policy documents and supporting information.

of you choose to cancel the insurance policy during this period before the event commences we will give you a full refund of premium less charges. Charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser sufficient to cover their costs.
12. The insurance may also be cancelled in the following circumstances:

we or your insurance adviser can send you seven days' notice to your last known address. We will refund the part of your premium which applies to the period of the insurance you have left. We will not give a refund if anyone has claimed in the current insurance period.

If you cancel this insurance less than 48 hours before the first day of the event specified on the schedule then there will be no refund of premium.

13. The Company shall not be deemed to provide cover and the Company shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations,
14. Local Taxes - Stamp duties, taxes, policy fees or similar charges are payable in addition to the insurance premiums where applicable.

### If You Have An Accident

#### Notifying a Claim

In the first instance all claims should be notified to your agent.

Claims under this policy should be notified to the Insurer at the following Allianz Global Corporate & Specialty Claims Handling Office:

Allianz House  
60 Gracechurch Street London  
EC3V 0HR

Telephone No: +44 (0)20 3451 3000

### **CLAIMS CONDITIONS**

1. **The Insured** shall advise their agent of any potential claim under this Insurance no later than 48 hours after the date of the loss, with details of the location of the vehicle, and an estimate of the likely repair costs. The Loss Adjuster shall review and adjust the loss on behalf of **Underwriters**. Failure to comply may prejudice settlement of the loss.
2. It is a condition precedent to liability that the policy will pay the replacement cost or the original evidenced purchase cost of the parts damaged, whichever is the lesser amount, unless agreed otherwise prior to inception.
3. Claims must be made in accordance with the following procedure and supporting items:
  - (a) Full details of the loss to be prepared, including the Team Name (if applicable), the name of the Driver, the Date of the accident and the Venue at which it occurred and an initial estimate of the cost of repair.
  - (b) Damaged parts are carefully preserved and may only be disposed of following formal confirmation by the Loss Adjuster.
  - (c) Adequate timed and dated photographs of the damage are taken prior to dismantling/repair. These should include photographs of the whole vehicle showing an overview of the area(s) of damage
  - (d) Adequate timed and dated photographs of the damage are taken following dismantling/repair of the specific damaged parts.

- (e) At **Underwriters'** discretion, you may be requested to provide written proof of the incident that gave rise to the loss, including date and circumstances. This proof must be signed by an authorised representative of the **Event** Organiser.
4. In the event of **the Insured's** failure to comply with the Claims Conditions, **Underwriters** may refuse to pay or reduce the amount to be paid following a loss taking into account reasonable wear and tear and the amount of supporting evidence supplied.
  5. **Underwriter's** liability to indemnify **the Insured** may be discharged, at **Underwriters'** option, either by repair, reinstatement, or repayment of cash.
  6. After any accident which may give rise to a loss, **the Insured** shall take all reasonable steps to protect the property against further loss or damage.
  7. If at the time of the loss or damage there shall be in existence any other Insurance covering the same property, the **Underwriters** hereon shall pay only their proportionate share after deduction of the **Excess**.
  8. In the event of a claim hereunder the premium is considered to have been earned in full and any instalments outstanding are due immediately to **Underwriters**.
  9. If **the Insured** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claims hereunder shall be forfeited.

**Customer Care –**

**Complaint Handling Procedures**

**Internal Complaints Procedure**

At Allianz Global Corporate & Specialty we are committed to providing our customers with the highest possible level of service. We realise, however, that things can go wrong and you may feel we have not provided the service you expect.

Our internal complaints procedure is designed to resolve problems promptly and fairly.

**What you need to do**

You should first contact the intermediary who arranged your insurance. If they are unable to resolve your complaint, you can write to us or telephone your usual contact at:

Allianz Global Corporate & Specialty  
Allianz House  
60 Gracechurch Street  
London  
EC3V 0HR  
Tel: 020 3451 3000

When you contact us please give us a name and contact number and quote your policy and/or **Claim** number. Please explain clearly and concisely the reason for your complaint.