



Laid-up vehicle insurance

Please read this insurance policy document carefully to make sure it meets your needs.

Keep this insurance policy document in a safe place.

Arranged by:

Footman James, a trading name of Towergate Underwriting Group Limited
Towergate House
Eclipse Park
Sittingbourne Road
Maidstone
Kent
ME14 3EN

Website: www.footmanjames.co.uk

E-mail: enquiries@footmanjames.co.uk

Authorised and regulated by the Financial Conduct Authority

Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. You can check this by viewing the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. Any reference to 'we', 'us' and 'our' are to the insurer named on the schedule of motor insurance.

This is your Laid-up vehicle insurance document. Read this booklet and the schedule carefully and keep them in a safe place.

If you have any questions about any of your Laid-up vehicle insurance documents, contact your insurance broker, Footman James.

Your right to cancel

If this insurance does not meet your needs, you can cancel it within 14 days of receiving your documents or within 14 days of the start date of your policy, whichever is later.

If you have not made a claim for a total loss under the policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a return of any premium you have paid less:

- a charge for the number of days you have had cover for plus insurance premium tax; or
- £15 plus insurance premium tax;

whichever is more.

If you want to cancel your cover after 14 days, we will not give you a refund.

Unless we have agreed otherwise with you, English law will govern this insurance.

Complaints

If you have cause to complain, please phone Footman James on 0333 207 6000 or write to the Director at Footman James. You can find the address on the front page of your policy documents. Footman James will send you details of who will be dealing with your complaint. If you would like a copy of Footman James's complaints procedure, phone 0333 207 6000 or write to the address shown on the front of your policy documents.

If your complaint needs a response from us, Footman James will send us details of your complaint and give you our contact details. If you would like a copy of our complaints procedure, please write to us at the address shown in your policy schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street

London

EC3M 7HA.

Phone: 020 7327 5693

Fax: 020 7327 5225

Email: complaints@lloyds.com

If you are not satisfied, you may be able to refer your complaint, at any time, to:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

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

Web: www.financial-ombudsman.org.uk

These actions do not affect your rights to take legal action if necessary.

Laid-up vehicle insurance

Laid-up vehicle insurance (liability under the Road Traffic Act is not covered).

This document is a legally-binding contract between you (the insured) and us (the insurers). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. You must make sure that all of the information you have provided in the proposal form, over the phone, in claim forms and in other documents is true, complete and accurate. If you provide incomplete, false or misleading information, your insurance may not be valid. This may mean that we do not pay all or part of any claim. We have agreed to insure you under the terms, conditions and exceptions contained in this document or in any endorsement applying to this document. The insurance provided by this document covers loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay, the premium.

If cover under any section of the insurance is provided by underwriters at Lloyd's, each underwriter is only liable for their own share of the risk and not for each other's share. You may ask for the names of the underwriters and the share of the risk each has taken on.

A different insurer may provide the cover under each section of this insurance. The name of the insurer providing cover under each section will be shown in the schedule. Each insurer is only liable for the cover they are providing (as shown in the schedule).

We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we (or they) cannot meet our (or their) liabilities under this insurance. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.



Data protection notice

It is a condition of this insurance that you read and accept the terms in this data protection notice. You should show this notice to anyone covered by the insurance. This notice explains how we may use your details and tells you about the systems and lists we (and others) have in place to detect and prevent fraud. You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

Preventing and detecting fraud and claims history

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud we may check your details with national fraud prevention agencies and databases including Insurance Hunter, Motor Insurance Anti Fraud and Theft Register, Claims and Underwriting Exchange and the Motor Insurance Database.

If you give us false or inaccurate information and we identify fraud, we will pass your details to fraud protection agencies. Law enforcement agencies may also access and use this information. Insurers and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and
- checking details of job applicants and employees.

Please contact us if you would like details of the agencies we use.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

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Definitions

We, us and our

The insurer or insurers named on the schedule. (If more than one insurer is shown, each insurer will be liable only for the cover they are providing, as shown on the schedule).

You

The person named as 'the insured' in the schedule and as 'the policyholder' in any renewal notice applying to this insurance.

Schedule

The document showing the vehicle we are insuring, the insured, the insurer or insurers, the document number, the premium and any endorsement that applies. The latest schedule forms part of the contract of insurance.

Your vehicle

The insured vehicle specified in the schedule.

Endorsement

A change in the terms of this insurance. An endorsement replaces the relevant wording in this document and is printed on, or issued with, the most recent schedule.

Excess

An amount you must pay towards the cost of a claim under this insurance.

Period of insurance

The period covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).

Section 1 Loss of or damage to your vehicle

We will insure your vehicle (including its accessories and spare parts) against loss or damage caused by:

- accidental or malicious damage or vandalism;
- fire (including your vehicle bursting into flames), lightning and explosion; or
- theft or attempted theft, or your vehicle being taken away without your permission.

This cover only applies while your vehicle, its accessories and its spare parts are kept in the locked garage that you have told us about and which is shown on the schedule. Your vehicle is also covered while it is temporarily out of the garage if you are exhibiting it, or having it repaired, in the UK (including while it is travelling to and from the exhibition or repair premises).

While your tools are in the locked garage you have told us about, they are also insured up to a total of £100 for loss or damage caused by fire or theft.

Exceptions to Section 1

This section of your insurance does not cover the following.

- Any road traffic accident you may have or your liability to others arising in connection with your vehicle .
- The amount of any excess shown in the schedule or on the insurance documents, or both.
- Any claim arising while:
 - your vehicle is being driven or used under its own power;
 - your vehicle is being serviced, maintained or repaired,(unless the claim arises because of a fire); or
 - your vehicle is kept at a place which you own or occupy and which is not shown in the schedule.
- Wear and tear of your vehicle.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Loss or damage by someone getting your vehicle by fraud or deception.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- Damage to tyres.
- Damage due to liquid freezing in the cooling system.
- Any indirect loss.
- Any loss or expense due to bad workmanship.
- If the vehicle manufacturer or its agent can't supply a part or accessory from stock in the UK, any amount above the last known list price of the part or accessory plus the reasonable cost of fitting it.
- Loss resulting from the vehicle being repossessed and returned it to its rightful owner.
- Loss of or damage to your vehicle, its accessories and spare parts by theft or attempted theft, or by a person taking it, if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, sunroof or roof panel open;
 - it is a convertible vehicle and the roof has been left open; or
 - reasonable precautions have not been taken to protect your vehicle.
- Any loss or damage that is also covered by any other insurance.
- Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military power.
- Direct or indirect loss or damage caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom;
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment; or
 - pressure waves caused by aircraft and other flying objects.
- Any loss arising outside the United Kingdom.

Settling claims under section 1

For a claim under this section of the insurance we may either:

- pay for the damage to be repaired;
- pay an amount of cash for you to replace the lost or damaged item; or
- replace the lost or damaged item.

You must first pay any excess shown in the schedule.

The most we will pay will be either:

- the market value of your vehicle (including its accessories and spare parts) immediately before the loss, up to the value shown in the schedule;
 - the cost of repairing your vehicle; or
 - the cost of repairing or replacing the spare parts, up to the value shown in the schedule;
- whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens, you must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any excess you have to pay.

Repairs

If your vehicle is damaged in a way which is covered by this insurance, give full details to Footman James at the address shown on the front of this booklet.

Write-off (total loss)

If your vehicle is considered to be a write-off (that is, if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle will end when you accept that offer. The vehicle then becomes our property.

Storing the vehicle after it becomes a write-off

If your vehicle is considered to be a write-off, we may store it in a safe place while we are arranging to pay you.

Financial interest

If the vehicle is a write-off and it belongs to someone else or is under a hire-purchase or leasing agreement, we will normally pay up to the market value of the vehicle to the vehicle's legal owner.

Section 2 Liability to others

We will insure you for all amounts you have to pay for:

- death of, or injury to, any other person; or
- damage to property;

as a result of any accident you have in the United Kingdom while your vehicle is appearing at organised rallies, shows, exhibitions and other public events.

Limits of cover for property damage

For any property damage claim or series of claims arising out of one incident, including for any direct or indirect loss, the most we will pay is £25,000,000 in total (£20,000,000 for damage and £5,000,000 for costs).

If a claim for property damage is made against more than one person covered by this insurance, we will first deal with any claim made against you.

If a number of claims are made against you for property damage arising out of any one cause, we may pay you up to £20,000,000, less any amount we have already paid as compensation. When we pay this amount, we will not take any further action connected with settling claims from that one cause.

We will pay any legal costs and expenses that have been run up with our permission, up to the time we stop dealing with the claims.

Exceptions to section 2

This section of your insurance does not cover the following.

- Loss of or damage to any vehicle, equipment or property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- Anyone who can claim for the same loss from any other insurance.
- Any damage, death or injury caused while the vehicle is being driven or used under its own power.
- Any accident which the Road Traffic Act applies to.
- Any damage, death or injury arising outside the United Kingdom.

The most we will pay is £2,000,000 for any one claim or claims arising out of one incident.

General conditions

The following conditions apply to the whole of the insurance.

- 1 We will provide the cover described in this insurance document only if:
 - anyone making a claim has met all of the conditions in this document; and
 - the information you gave on your proposal form and declaration or statement of insurance is, as far as you know, correct and complete.
- 2 Your premium is based on the information you supplied at the start of the insurance and the information you supply each time it is renewed. If you have failed to give us complete and accurate information at the start of the insurance or when you renew it, this could lead to your claim being refused or the insurance not covering you.
- 3 If you or anyone acting for you:
 - make a claim which you or they know is false, fraudulent or exaggerated; or
 - provide false or stolen documents to support a claim;we will not pay the claim and this insurance will end.
- 4 After any loss, damage or accident you must give us full details, in writing, as soon as possible.
- 5 You must take all reasonable steps to protect your vehicle from loss or damage. We can examine your vehicle at any reasonable time.
- 6 We can:
 - take over, conduct, defend or settle any claim; and
 - take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.
- 7 If we accept your claim, but you and we disagree with the amount due to you, the matter will be passed to an arbitrator we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
- 8 We or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to your last known address. If you have not made a claim and will not be making a claim, we will refund the part of your premium that applies to the remaining period of the insurance. Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.

- 9 You may cancel this insurance at any time by phoning or writing to Footman James. If you cancel within 14 days of receiving this document and you have not made a claim for a total loss, you will receive a refund as explained on the inside front cover. If you cancel after this period we will not give you a refund.
- 10 If your vehicle is stolen, you must tell the police as soon as possible.
- 11 If you make any change to this insurance we may charge an administration fee.

Important notice

You must tell us as soon as possible about any changes to the information you have provided. When you tell us about any changes, we will tell you if your premium or terms of cover will change. If you are not sure whether certain facts are relevant, ask Footman James. If you don't tell us about relevant changes, your insurance may not cover you fully or at all.

Here are some examples of the changes you should tell us about.

- A change of vehicle (including extra vehicles).
- All changes made to your vehicle if these make it different from the manufacturer's standard specification (whether the changes are to the vehicle's engine, interior or bodywork).
- A change of address.
- Details of any accidents or loss (whether or not you make a claim) that involves your vehicle or happens while you are driving anyone else's vehicle.

Endorsements

An endorsement only applies if the endorsement's number is shown in the relevant place in your schedule. Details of all endorsements are either shown on the following pages or are supplied with your schedule.

If, in the schedule, an endorsement number is followed by an amount, the specified endorsement will be limited to that amount shown.

If an endorsement number is followed by a vehicle registration number or identification number, the specified endorsement will apply only to the vehicle which has that registration number or identification number.

Endorsement number 02 - Excess

For any claim under section 1, you must pay the amount shown against this endorsement number on the schedule.

Endorsement number 21 - Agreed Value

If your vehicle is lost or totally destroyed, we will pay up to the amount shown against this endorsement number on the schedule.

Endorsement number 80 - Trackside extension

The cover under section 1 of your document (Loss of or damage to your vehicle) is extended to provide cover while your vehicle and its accessories or spare parts are in restricted areas of a race circuit. For example, this applies in the pits, but not while on the track itself.

We have increased the excess shown in endorsement 02 to the amount shown against this endorsement in the schedule.

This extended cover will not apply to loss or damage:

- if your vehicle has been left unattended for more than three hours, or if you have not immobilised the vehicle so that it cannot be driven;
- while your vehicle is waiting to be removed from the race track or course after a breakdown or collision;
- to accessories or spare parts unless they are fitted to your vehicle or are temporarily stored in a securely-locked building or in a locked vehicle that has been immobilised so that it cannot be driven;
- to accessories or spare parts left unattended for more than three hours, even if they have been locked in a building or vehicle as shown above (other than when locked in the garage shown in the schedule, where they would normally be kept); or
- arising outside the United Kingdom.

Under this extended cover, the most we will pay for accessories or spare parts is £1,000.

Endorsement number 81 - Fire extinguisher

We will not pay for any damage caused by your vehicle bursting into flames unless you have a fire extinguisher fitted to your vehicle.

Endorsements

Endorsement number 82 - Battery isolation

We will not pay for any damage to your vehicle caused by a fire or explosion resulting from an electrical or electronic fault or failure unless your vehicle has a battery isolator switch.

Endorsement number 84 - Foreign use

We have extended the cover under your document, for the dates you gave us, to cover your vehicle while it is in Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union.