



Track and Rally Car Policy

(Damage Only Cover)

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IMPORTANT CUSTOMER INFORMATION

You should keep a complete record of all information supplied to us in taking out this insurance.

So that you understand what you are covered for, please read this policy and the policy schedule (which may make reference to endorsements) very carefully. You should pay special attention to the general exceptions and general conditions of this policy.

If you have any questions, or the cover does not meet your needs or any of the details are incorrect you should notify us immediately via your insurance intermediary.

Notification of changes which may affect your insurance

To keep your insurance up to date please tell us straight away via your insurance intermediary about changes which may affect your cover.

Some examples are:

- A change in any of the information provided in relation to the composition or contact details for yourself/ the Team
- You wish a new driver to be covered.
- The declared driver gets a motoring or other conviction, sustains a competition/road licence endorsement, suffers from a medical condition or has had an accident.
- The insured vehicle is changed or modified from the specification previously disclosed to us or you intend to change or modify it.
- The insured vehicle is involved in an accident whilst taking part in the competitive stages of an event no matter how trivial.
- A change of vehicle, or you have purchased another vehicle to which you want cover to apply.

This is not a full list and if you are in any doubt you should advise your insurance intermediary for your own protection. If you do not tell us about changes, your insurance may not cover you fully or at all.

NOTIFYING US OF AN ACCIDENT OR LOSS:

After any accident you must contact us as quickly as possible following the incident (this must be within 48 hours of the finish of the insured event).

- e-mail us at motorsport@markerstudy.com

We will also need the following documentation sent to us without delay:

- 1) Notification of claim, including Insured name, drivers name, date of incident, circuit and the race meeting at which the incident occurred. This information must be submitted within 48hrs of the incident.
- 2) A detailed estimate for the repairs
- 3) The Drivers Statement
- 4) A copy of the drivers road/racing licence
- 5) A signed statement from the circuit or race organiser confirming the incident occurred
- 6) The purchase invoice / receipt for the vehicle, or alternatively details concerning purchase date and value
- 7) Photographs evidencing the damage reported, both prior to dismantling and of each damaged part.

Please send this supporting documentation to our UK service providers at Motorsport Claims, Markerstudy Limited, PO Box 726, Chesterfield, S40 9LG.

Delay in notification of an incident to us may invalidate your right to claim. Please quote your policy number and give all relevant information about the incident.

We will deal with your claim as quickly and fairly as possible. Please read the General Conditions in this policy document.

About your Policy for Track and Rally Cars

Welcome to this Policy for Track and Rally Cars underwritten by Markerstudy Insurance Company Limited.

This policy document is evidence of a legally binding contract of insurance between you (the Insured) and us (Markerstudy Insurance Company Limited). The contract is based on the information you provided on your signed proposal form or statement of fact and any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy and the policy schedule together. The policy schedule shows your details, the details of the driver, insured vehicle, insured event and the level of cover provided. Please check both documents carefully to make certain they give you the cover you want.

We have agreed to insure you against damage that may occur during the event shown in your policy schedule for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured) and us (Markerstudy Insurance Company Limited) has any rights that they can enforce under this contract.

Unless specifically agreed otherwise, the policy shall be subject to English Law and the courts of England and Wales will have jurisdiction over all matters relating to this insurance.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



Gary Humphreys
Underwriting Director
Markerstudy Insurance Company Limited and/or its co-Insurers whose names and addresses are available upon request.
Authorised Insurers, registered in Gibraltar No 78789.
Registered Office: 846-848, Europort, Gibraltar

Markerstudy Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Services Authority in respect of underwriting insurance business in the UK (FSA Register Number 206322).

Markerstudy Insurance Company Limited is a member of the Association of British Insurers

Several Liabilities Notice

The obligations of Markerstudy Insurance Company Limited and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the policy schedule or endorsements. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document.

Agreed value (fixed sum insured basis)

Cover only applies under this policy whilst the **insured vehicle** is taking part in the **insured event(s)** as defined in **your policy schedule** and in the majority of accidents or fires occurring during an **insured event** it is unlikely that the entire **insured vehicle** would be lost or damaged. The **agreed value (fixed sum insured basis)** is the value agreed with **you** as being a realistic amount of loss or damage likely to be sustained by the **insured vehicle** during the **insured event(s)**. Cover can be arranged on this basis or on a **market value** (full value) basis as defined below.

Approved repairer

A motor vehicle repairer authorised by **us** or **our** representative to repair the **insured vehicle** following a valid claim under this insurance. Repairs are normally undertaken by **our approved repairer**. The **team** shown on the **policy schedule** whose activities usually include the repair and maintenance of the **insured vehicle** will normally, at **our** discretion, be treated as **our approved repairer**.

Declared driver(s)

The person or persons declared by **you** on **your proposal form** or **statement of fact** whose name(s) is/are shown on the **policy schedule**.

Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance wording.

Engine

The engine block, cylinder head(s), rocker cover(s) and all components contained therein.

Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

Gearbox

The gearbox housing and all components contained therein.

Insurance intermediary

The **insurance intermediary** who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

Insured event(s)

The ATDO or motor sport body approved event(s) held on the date(s) shown on the **policy schedule**. Cover only applies whilst the **insured vehicle** is taking part in the **insured event(s)** defined in the **policy schedule** (see 'Insurance Provided – Guide to policy cover on page 6 for further information regarding the extent of cover).

Insured vehicle

The motor car, the details and registration number and/or identification number (VIN) of which are shown in the **policy schedule**. Upgrades and modifications which have been declared to and accepted by **us** in advance will be considered to be part of the **insured vehicle**. This definition will include the versions of software, firmware and hardware declared to **us** as being installed on the **insured vehicle** as long as the value of these items is included in the **market value** declared by **you** and shown on the **policy schedule** as the value of the **insured vehicle**. If the policy is arranged on an **agreed value** (fixed sum insured basis) the software, firmware and hardware fitted to the **insured vehicle** is not included as part of the **agreed value** unless specifically agreed by **us**.

Market value (full value) basis

The lesser of the value of the **insured vehicle** at the time of damage compared with one of the same make, model, specification and condition and the value of the **insured vehicle** declared by **you** and shown in the **policy schedule** will be accepted as the **market value** at the time cover is arranged under this policy. In the event of a claim being reported to **us**, **we** reserve the right to appoint a specialist engineer/assessor to establish the precise specification of the **insured vehicle**. Any differences between the specification declared by **you** and the information supplied by the specialist engineer/assessor which indicate that the value of **insured vehicle** is less than the value declared by **you** will be reflected in any claims settlement. Information from the specialist engineer/assessor indicating that the true value of the **insured vehicle** is more than the value declared by **you** will not be taken into account in arriving at a claims settlement amount. **We** reserve the right to void the policy if there is a significant variation between the declared value of the **insured vehicle** and the true value based on the correct vehicle specification.

Period of insurance

The period between the effective date and expiry date shown on the **policy schedule** but only whilst the **insured vehicle** is taking part in the **insured event**. Any changes to the date of any **insured event** made by the organisers of the **insured event** will be automatically covered by this policy as long as such rescheduling applies to all competitors taking part.

Policy schedule

The document which shows details of the insured policyholder and insurance protection provided and forms part of this contract of insurance.

Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf. **We** have relied on the information provided on this form in entering into this contract of insurance.

Statement of Fact

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance.

Team

The individual or corporate body (and their respective employees) which in addition to managing and providing operational support also services and repairs the **insured vehicle**. Additionally the **team** will provide back-up and assistance to the **declared driver(s)** to enable the **insured vehicle** to take part in the **insured event**.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

We/Us/Our

Markerstudy Insurance Company Limited and/or its co-insurers whose names and addresses are available upon request.

You/Your

The insured policyholder named in the **policy schedule**.

Insurance provided – guide to policy cover

a) Level of cover

The level of cover provided by this insurance is shown on **your policy schedule**. The limitations that apply to each level of cover are as shown below. Cover is subject to any **endorsement** shown on your **policy schedule**.

Level of cover	Section of policy applying	Basis of cover
Material damage cover excluding fire damage (full value basis)	Section A	The insured vehicle is covered under the terms of Section A of the policy on a market value (full value) basis.
Material damage cover excluding fire damage (fixed sum insured basis)	Section A	The insured vehicle is covered under the terms of Section A of the policy on an agreed value (fixed sum insured) basis.
Fire damage cover (full value basis)	Section B	The insured vehicle is covered under the terms of Section B of the policy on a market value (full value) basis.
Fire damage cover (fixed sum insured basis)	Section B	The insured vehicle is covered under the terms of Section B of the policy on an agreed value (fixed sum insured) basis.

b) Restrictions on how the insured vehicle can be driven/used

This policy only provides cover whilst the **insured vehicle**:

- is being driven by or was last in the control of the **declared driver(s)**; and
- is taking part in the **insured event** described in the **policy schedule**.

c) Type of insured event covered

The type of **insured event** to be covered by this policy will have been selected by **you** at the time of **your** application for insurance. Please refer to **your policy schedule** for confirmation of the type of **insured event** covered under **your** policy. The extent of cover and general limitations applying to each category of **insured event** are shown in the following table:

Rally Events	Cover commences at the first timed entry point to each of the competitive stages of the insured event and ends at the last timing clock at the exit of such stage. There is no cover for damage occurring outside of the time controlled section of a competitive stage of the insured event .
Race Events	Cover commences once the insured vehicle has entered the race track and is subject to the control of the race organisers and ceases when the insured vehicle has exited the race track and is no longer subject to the control of the race organisers. For the avoidance of doubt cover applies whilst the insured vehicle is temporarily in the pit lane whilst taking part in the insured event but there is no cover elsewhere in the paddock area.
Track Days	Cover commences once the insured vehicle has entered the race track and is subject to the control of the event organisers and ceases when the insured vehicle has exited the race track and is no longer subject to the control of the event organisers. For the avoidance of doubt cover applies whilst the insured vehicle is temporarily in the pit lane whilst taking part in the insured event but there is no cover elsewhere in the paddock area. Cover only applies whilst participating in an event organised by the Association of Track Day Organisers. <u>There is no cover for damage caused whilst racing, during timed runs or trials or any form of competitive driving.</u>

The cover provided is subject to the terms, general conditions and general exceptions contained in this policy document or in any **endorsement** applying to this policy document.

IMPORTANT:

- This policy only provides cover in respect of damage to the **insured vehicle**.
- There is no cover for legal liability for death or bodily injury under this policy.
- There is no cover for damage to property belonging to other people (third parties) under this policy.
- There is no cover whilst the **insured vehicle** is being driven outside of the controlled section of the **insured event** defined in the **policy schedule**.

Section A

Damage to the insured vehicle (excluding fire damage)

This section of the policy only applies if shown on **your policy schedule**

We will cover **you** against damage to the **insured vehicle** (less the **excess** that applies) which happens whilst it is being driven by the **declared driver** in the **insured event** as described in **your policy schedule**.

Damage caused by fire is specifically excluded under this section of the policy.

Damage to the **engine** and **gearbox** is excluded from this section unless specified otherwise in **your policy schedule**.

If the **insured vehicle** is involved in more than one accident or loss during an **insured event**:

- each accident will be considered independently in assessing whether there is a valid claim under the policy; and
- any damage sustained in a preceding accident or loss (whether covered by this policy or not) will be excluded from the assessment of any claim in respect of any second or subsequent accident; and
- the policy **excess** will be applied separately to each individual accident or loss.

Under this policy we may either:

- pay for the damage to the **insured vehicle** to be repaired; or
- if the **insured vehicle** is not a repairable proposition pay an amount of cash equivalent to the damage sustained; or
- with **your** agreement provide a replacement car.

The most we will pay

If cover under this section is arranged on a market value (full value basis) the most we will pay will be either:

- **the market value** of the **insured vehicle**; or
- the cost of repairing the **insured vehicle**;

whichever is the lower.

If the **insured vehicle** is deemed to be beyond economical repair the damaged car (including all installed software, firmware and hardware) becomes **our** property once a claim is met under the policy. **You** must send **us**:

- the vehicle registration document, MOT certificate (if required by law); and
- and all relevant identification certification including logbooks (if appropriate); and
- all supporting documentation relating to any modifications or upgrades to the **insured vehicle**;

before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase or Leasing Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase or Leasing Company as owner, whose receipt shall be a discharge of any claim under this policy.

If cover under this section is arranged on an agreed value (fixed sum insured basis) the most we will pay will be either:

- **the agreed value** of the **insured vehicle**; or
- the cost of repairing the **insured vehicle**;

whichever is the lower.

In the event that the cost of repairing the **insured vehicle** exceeds the **agreed value** amount **we** will settle the claim by making a cash payment for the **agreed value** amount less the **excess** which applies to the claim.

If the **insured vehicle** is the subject of a Hire Purchase or Leasing Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase or Leasing Company as owner, whose receipt shall be a discharge of any claim under this policy.

Repairs

Repairs are normally undertaken by **our approved repairer**. The **team** shown on the **policy schedule** whose activities usually include the repair and maintenance of the **insured vehicle** will normally, at **our** discretion, be treated as **our approved repairer**.

If **you** choose to use an alternative repairer to carry out the repairs **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at our option settle the claim for repairs to the **insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

In all circumstances **we** will not pay for more than 50 hours of specialist labour for any one claim.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last list price or if not listed the price of those parts for the nearest comparable car available. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**.

Repairs should not be commenced without **our** express approval and damaged parts, components, software and firmware must be retained for inspection by the specialist engineer/assessor appointed by **us**.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the damage covered by the policy is sustained. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum. In these circumstances the costs associated with storage and removal will be met by **us** under the policy.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

Section B

Damage to the insured vehicle caused by fire

This section only applies if shown on **your policy schedule**

We will cover **you** against damage to the **insured vehicle** (less the **excess** that applies) which happens whilst it is participating in the **insured event** as described in **your policy schedule**.

Damage to the **engine** and **gearbox** is excluded from this section unless specified otherwise in **your schedule**.

If the **insured vehicle** is involved in more than one accident or loss during an **insured event**:

- each accident will be considered independently in assessing whether there is a valid claim under the policy; and
- any damage sustained in a preceding accident or loss (whether covered by this policy or not) will be excluded from the assessment of any claim in respect of any second or subsequent accident or loss; and
- the policy **excess** will be applied separately to each individual accident or loss.

Under this policy we may either:

- pay for the damage to the **insured vehicle** to be repaired; or
- if the **insured vehicle** is not a repairable proposition pay an amount of cash equivalent to the damage sustained; or
- with **your** agreement provide a replacement car.

The most we will pay

If cover under this section is arranged on a market value (full value basis) the most we will pay will be either:

- **the market value** of the **insured vehicle**; or
- the cost of repairing the **insured vehicle**;

whichever is the lower.

If the **insured vehicle** is deemed to be beyond economical repair the damaged car (including all installed software, firmware and hardware) becomes **our** property once a claim is met under the policy. **You** must send **us**:

- the vehicle registration document, MOT certificate (if required by law); and
- and all relevant identification certification including logbooks (if appropriate); and
- all supporting documentation relating to any modifications or upgrades to the **insured vehicle**;

before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase or Leasing Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase or Leasing Company as owner, whose receipt shall be a discharge of any claim under this policy.

If cover under this section is arranged on an agreed value (fixed sum insured basis) the most we will pay will be either:

- **the agreed value** of the **insured vehicle**; or
- the cost of repairing the **insured vehicle**;

whichever is the lower.

In the event that the cost of repairing the **insured vehicle** exceeds the **agreed value** amount **we** will settle the claim by making a cash payment for the **agreed value** amount less the **excess** which applies to the claim.

If the **insured vehicle** is the subject of a Hire Purchase or Leasing Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase or Leasing Company as owner, whose receipt shall be a discharge of any claim under this policy.

Repairs

Repairs are normally undertaken by **our approved repairer**. The **team** shown on the **policy schedule** whose activities usually include the repair and maintenance of the **insured vehicle** will normally, at **our** discretion, be treated as **our approved repairer**.

If **you** choose to use an alternative repairer to carry out the repairs **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at our option settle the claim for repairs to the **insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

In all circumstances **we** will not pay for more than 50 hours of specialist labour for any one claim.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last list price or if not listed the price of those parts for the nearest comparable car available. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**.

Repairs should not be commenced without **our** express approval and damaged parts, components, software and firmware must be retained for inspection by the specialist engineer/assessor appointed by **us**. Once the claim is settled these damaged parts, components, software and firmware will become **our** property and may be collected by **us** or on **our** behalf.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the damage covered by the policy is sustained. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum. In these circumstances the costs associated with storage and removal will be met by **us** under the policy.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

General Exceptions

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

What is not covered

- The amount of any **excess** shown in the **policy schedule** or in any **endorsement** that applies to this policy.
- **Your** legal liability
 1. to other participants in the **insured event**; or
 2. to any third party; or
 3. to any passenger in the **insured vehicle**; or
 4. in respect of damage to any third party property.
- Damage resulting from any defect in the **insured vehicle** if such defect would have resulted in the **insured vehicle** being disqualified or excluded from the **insured event** had the defect come to the notice of the official scrutineers of the **insured event** prior to the start of the **insured event**.
- Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay compensation for **you** not being able to use the **insured vehicle**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment
- The costs of any upgrade to the software, firmware or hardware already installed on the **insured vehicle** and accepted by **us** prior to the accident leading to a claim under this policy.
- Depreciation or loss of value following repairs.
- Loss or damage occurring when the **insured vehicle** is not participating in an **insured event** detailed on the **policy schedule** at the time of the accident or loss.
- Loss or damage to the **insured vehicle** if the **declared driver** in charge of the **insured vehicle** at the time of such loss or damage is not in possession of a valid Driving/Competition Licence.
- Damage caused by pressure waves from aircraft or any flying object.
- Damage caused by an inappropriate type or grade of fuel being used.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- The cost of consumables such as oils, pads, linings etc
- Loss or damage caused deliberately by **you**, the **declared driver** or any member of the **team** or acts of gross negligence by **you**, the **declared driver** or any member of the **team** (for example failing to replace the oil cap correctly or leaving fuel lines disconnected).
- Loss or damage as a result of deliberate acts of sabotage or criminal acts
- Loss or damage arising from any consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- Loss or damage arising during (unless **you** prove that it was not occasioned thereby) or in consequence of:
 1. earthquake; or
 2. riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
- Loss or damage caused by acts of **terrorism**.
- The cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the damage covered by the policy is sustained.

- The cost of routine mechanical work, dismantling and reassembly which are part of the normal preparation process.
- Any loss or damage as a result of theft or attempted theft.
- 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.
- Protection and removal of the **insured vehicle** to the repairers or delivery back to **you** after repair (including shipping, transportation and recovery costs) unless these are incurred on a policy which is issued purely to cover Track Day events.
- Damage to the interior of the **Insured vehicle** caused as a direct result of airbag deployment.
- Further damage sustained by the **insured vehicle**, if caused by the **declared driver** continuing to drive the **insured vehicle** after an incident.
- Costs involved in repairing specialised paintwork and logos unless specifically agreed by **us**.
- Any VAT element on repairs/costs relating to Rally Events or Race Events.
- Any loss or damage resulting from an incident which is the subject of disciplinary action by an official involved in the organisation or marshalling of the **insured event**.

General Conditions

These conditions apply to the whole of the insurance

1. Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

We will only provide the cover described in this insurance policy if:

- **you** have paid or agreed to pay the premium for the current **period of insurance**; and
- **you** or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by **endorsement**) as far as they can apply; and
- in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of your knowledge.

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** immediately via **your insurance intermediary** of any change to that information. Some examples are any changes to the **insured vehicle** which improve its value, performance or handling, any change of car, change of address (including where car is kept) or change of declared driver.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid, for example if a **declared driver** sustains a motoring or non-motoring conviction or a medical condition is diagnosed.

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate your claim, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.

2. Looking after your car

You and/or the **team** are required to maintain the **insured vehicle** in a roadworthy/raceworthy condition.

If **your** policy includes cover for Race Events or Rally Events **you** are required to keep on board fire extinguishers in the **insured vehicle**. These must be properly maintained and fully charged at all times the **insured vehicle** is taking part in an **insured event**.

You, the **team** and the **declared driver** are required to take all reasonable care to safeguard the **insured vehicle** from damage, including, but not limited to, compliance with any instruction from the organisers of the **insured event**, their agents or the event marshalls such as reducing speed or stopping the **insured vehicle**. Any failure by **you** and/or the **declared driver** to comply with such instructions from the officials involved in running the **insured event** may mean that all cover under the policy is invalidated and any resultant claim is repudiated.

We shall at all times be allowed free access to examine the **insured vehicle**.

3. Having an MOT and/or scrutineers' certificate

There must be a valid Department for Transport test certificate (MOT) in force for the **insured vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) **you** must have a valid scrutineer's certificate for the **insured event**. If **you** are not in possession of one or both of these documents at the time of loss or damage there will be no cover under this policy.

4. Accidents/fires – Immediate Action

In the event of an accident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible contact us by e-mail at motorsport@markerstudy.com (**this must be within 48 hours of the finish of the insured event**).

Wherever possible please take photographs of the location of the incident and the damage to the **insured vehicle**.

Please refer to Page 2 of this policy booklet 'If you have an accident/fire' for further guidance.

If the loss or damage is covered under the policy, **we** will agree the arrangements for the removal and safeguarding of the **insured vehicle**. Any costs incurred are not covered by the policy.

You must not remove any parts, components, software or firmware from the **insured vehicle** until such time as it has been inspected by the specialist engineer/assessor appointed by **us**.

We will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition.

We have the right to remove the **insured vehicle** at any time to keep claims costs to a minimum.

If **we** ask to examine driving licences, competition licences, rally car log books, relevant identification certification and supporting documentation relating to any modifications or upgrades before agreeing to settle a claim under this policy **you** must supply these documents before **we** can proceed with the settlement.

5. Claims Procedures

You must report the incident likely to give rise to a claim within 48 hours of the finish of the **insured event**. **You** must also supply all of the documentation **we** ask for as soon as possible after the notification of the incident.

If **you** fail to report the incident and submit a repair estimate and other supporting documentation prior to **your** participation in the next **insured event** **we** will not admit **your** claim under the policy.

If **your** policy is due to expire and an incident occurs which is likely to give rise to a claim **we** will not be able to consider the claim unless the incident is reported to **us** no later than 48 hours after the expiry date of the policy.

You must submit documentation in support of **your** claim as quickly as possible but in any event within 7 days of the finish of the **insured event**. Supporting documentation must always include written confirmation of the details of the accident or incident from the organisers of the **insured event** and should wherever possible also include photographs of the damaged vehicle, location of the incident etc.

Delays in reporting the claim or submitting supporting documentation may invalidate **your** right to claim.

We shall be entitled to take over any claim or prosecute any claim in the name of any person covered by this insurance.

We shall have discretion in the conduct of any proceedings or in the settlement of any claim.

No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

You must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy.

If there is any other insurance in force which covers the same loss or damage as this insurance, **we** will only pay **our** proportionate share of the claim.

6. Cancellation

6.1 Cancelling the policy prior to the commencement of cover

Cancellation by you

You may cancel this policy at any time prior to the commencement of this insurance. Cancellation can only take effect from the time and date that **we** or **your insurance intermediary** receive written notice from **you**.

As long as written notice (including notification by e-mail) is received by **us** or **your insurance intermediary** at least 48 hours in advance of the commencement of cover **we** will allow a full refund of premium less **our** administration charge which will be no less than £25.

If written notice (including notification by e-mail) is received by **us** or **your insurance intermediary** less than 48 hours before the commencement of cover there will be no refund of premium allowable.

It is recommended that **you** use e-mail, Recorded Delivery or another trackable postage method to send **your** written cancellation request. Neither **we** nor **your insurance intermediary** can be held responsible for instructions or documents that have been lost in transit or e-mails which are not received.

Cancellation by us due to non-payment of premium

Cover will be automatically cancelled if payment has not been received prior to the commencement of the **insured event**. **We** or **your insurance intermediary** will notify **you** of the cancellation of cover due to non-payment of the premium either by telephone or in writing. **We** will use the contact details supplied by **you** when **you** applied for this insurance.

6.2 Cancelling the policy after cover has commenced

Cancellation by Us

We or **your insurance intermediary** can cancel this policy by giving **you** notice in writing or by e-mail to **your** last address as notified to **us**.

If cover has been arranged for more than one **insured event** the period of notice will be 7 days.

If cover is cancelled **we** will refund the premium relating to the remaining **insured events** scheduled for the current **period of insurance** as shown on **your policy schedule**.

Cancellation by You

There is no option for **you** to cancel cover for a specific **insured event** unless **we** receive **your** written notice at least 48 hours before the start of such **insured event**. There will be no refund of premium allowable unless you provide us with at least 48 hours notice in writing.

If **your** policy covers more than one **insured event** **you** may cancel this insurance part-way through the **period of insurance** by sending **us** written notice. As long as the notice period given by **you** is more than 48 hours before the commencement of the next **insured event** we will allow a refund of premium in respect of the remaining scheduled future **insured events**. However there will be no refund of premium if any incident has occurred during the current **period of insurance** which is likely to result in a claim under the policy.

7. Total Losses

If the **insured vehicle** is involved in an accident or loss and on submission of a claim under the policy the **insured vehicle** is subsequently determined to be a total loss there will be no refund of premium under the policy regardless of the day of the **insured event** on which the accident occurs.

In the event of the policy ceasing due to the **insured vehicle** being a total loss, all outstanding or overdue premiums must be paid immediately. **We** may at **our** discretion reduce the claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

8. Poor Driving Record

If **your** policy covers more than one **insured event** during a race season (as detailed in the Schedule of Events shown on **your policy schedule**) and multiple claims are reported to **us** during the **period of insurance** covering the race season **we** reserve the right to increase the **excess** for the remainder of the **period of insurance** for the **declared driver** concerned. In extreme circumstances **we** may invoke cancellation of the policy under General Condition 6 above.

9. Right of Recovery

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.

You or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau or member of the Council of Bureaux in the country in which the accident occurs.

Any payment **we** have to make because **we** are required to do so by compulsory insurance law or an agreement with the Motor Insurers' Bureau/Member of the Council of Bureaux will mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

Endorsements

These endorsements do not apply to your insurance unless shown on your policy schedule for the current period of insurance.

Endorsement MS001: Noted Owner Endorsement

It is noted that the **insured vehicle** is not owned and/or registered by **you** (the Insured person).

Endorsement MS002: Bound by Last Proposal Form/Statement of Fact

This contract of insurance has been granted on the basis of the information contained in the last completed **proposal form or statement of fact** together with any changes notified to **us** or **your insurance intermediary**.

In accordance with Policy Condition 1, **your** failure to take all reasonable care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge and to keep **us** or **your insurance intermediary** notified of all changes could invalidate **your** insurance.

Endorsement MS003: Inclusion of Cover for Damage to Gearbox and Engine

Section A of this policy is extended to include cover for damage to the **gearbox** or **engine** of the **insured vehicle**.

Endorsement MS004 – Including reimbursement of VAT on repairs/costs

Recognising that **the insured vehicle** will only be used for Track Day events Sections A & B of this policy are extended to include cover for any VAT element on repairs/costs as long as **you** are not registered for VAT.

Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would rather be told about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Markerstudy Limited. If you have a complaint, please contact our service providers at the address below:

Markerstudy Customer Relations
Markerstudy Limited
PO Box 727
Chesterfield
S40 9LH

Tel: 0844 874 0633
Email: complaints@markerstudy.com

When contacting Markerstudy Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR.

You have the right of referral within 6 months of the date of your final response letter.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Operational Standards
Markerstudy Limited
PO Box 420
Tunbridge Wells
Kent
TN2 9LT

We always welcome feedback to enable us to improve our products and services.

Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

Financial Services Compensation Scheme

Markerstudy Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN.

Data Protection and Sharing Information with other organisations

Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer and its agent and by re-insurers. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Information on Products and Services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside the Markerstudy Group to use for their own marketing purposes. If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

- We and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
 - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).
- In addition we may undertake credit searches and conduct additional fraud searches.

Other Insurers

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other group companies who may be located outside of the EEA.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

All correspondence should be addressed to your insurance intermediary

Alternatively you can write to our service providers in the UK:

Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB

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www.markerstudy.com

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