

Pembroke

SYNDICATE 4000

Classic & Specialist Cars

Policy Wording

Pembroke

VEHICLES TO BE INSURED

Vehicle	Make	Model	Year	Registration No.	Chassis No.	Current Mileage	Value
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							

TRAILERS, PARTS AND ACCESSORIES TO BE INSURED

Item	Make	Type	Year of Purchase	Serial Number	Condition	Market Value
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

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SCHEDULE

Policy Number:

Assured:

Address for correspondence:

Period of Insurance:

From:

To:

Named location(s) at which the insured vehicles are kept:

Insured vehicles & items:

As shown in the attached list

Cover:	Vehicles as numbered in the attached list	Deductible each and every loss	Trailers, Parts and Accessories	Deductible each and every loss
1. At the named location(s) only	{Response}	{Response}	{Response}	{Response}
2. At or away from the named location(s) (excluding under own power)	{Response}	{Response}	{Response}	{Response}
Territorial limits	{Response}			
3. Under own power	{Response}	{Response}	{Response}	{Response}
Territorial limits	{Response}			
Maximum mileage per vehicle per annum	{Response}			
Maximum mileage per collection per annum	{Response}			

Named Driver(s):

Premium:

Proposal form dated:

Dated in London:

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Section 1 – Storage Risks

This section provides cover for all risks of physical loss or damage whilst at the premises specified in the Schedule subject to the following:

This section does not cover any loss or damage caused by, contributed to or resulting from:

- 1.1 work done in the course of any maintenance, repair, renovation, restoration or similar process
- 1.2 mysterious disappearance
- 1.3 theft or attempted theft not involving violent or forcible entry or exit
- 1.4 any claim if the Insured Property is not normally kept in a locked garage or workshop at the address shown in the Schedule.

Insured vehicles must normally be kept in a locked garage with the keys removed from both the vehicle and the garage.

Locks and all other physical protections at the named location(s) notified to the Underwriters must be engaged whenever left unattended.

All fire alarm and security systems notified to the Underwriters must be activated whenever the named location(s) are left unattended. The Assured must also advise the Underwriters as soon as reasonably possible if for any reason a system is not working properly. The Underwriters may then vary the terms and conditions of this insurance. All systems must be regularly serviced under contract by a reputable company at least annually.

Unattended insured vehicles must be locked and secured. The keys must be removed if no one is in the vehicle.

Section 2 – Road Risks

This section provides cover for all risks of physical loss or damage when specified by inclusion in the Schedule whilst the insured vehicle(s) is/are being driven under it's own power within the Territorial Limits specified in the Schedule subject to the following:

This section does not cover any loss or damage occurring whilst the Insured vehicle is being driven:

- 2.1 by any person who does not hold or is disqualified from holding a full licence to drive such vehicle
- 2.2 by any person not specified in the Schedule as a person entitled to drive unless such person, being a member of the motor trade, has custody of the Insured vehicle for the purpose of it's maintenance and repair
- 2.3 for the purpose of racing, speed testing, hill climbs or trials
- 2.4 for business purposes including travelling to and from a place of work
- 2.5 whilst rented or used for livery purposes or to carry passengers for a consideration, express or implied

- 2.6 in excess of the mileage stated in the Schedule as the maximum permitted in the period of Insurance
- 2.7 by any person under the influence of alcohol or drugs.

Section 3 – Transit Risks

This section provides cover for all risks of physical loss or physical damage when specified by inclusion in the Schedule whilst the insured vehicle(s) is/are in the course of transit by road, rail, air or sea.

Cover under this section commences from the time the vehicle(s) are loaded onto the carrying conveyance or into the container and continues during the ordinary course of transit and ceases upon completion of unloading at the final destination. Cover would re-attach upon commencement of loading onto the carrying conveyance or into the container for the return journey and continues until completion of unloading at the premises specified in the Schedule.

This section does not cover any loss or damage:

- 3.1 whilst the motor vehicle is under its own power other than for the purposes of loading and unloading onto the carrying vessel or into the container and unloading therefrom
- 3.2 due to delay.

Section 4 – Basis of Settlement

For motor vehicles as specified in the Schedule:

- 4.1 the value agreed by the Underwriters and shown in the Schedule. The Underwriters will not be liable for more than the agreed value for each vehicle.
- 4.2 in the event of partial loss of or damage to any vehicle, the amount payable will be the reasonable cost and expense of restoration which will be carried out at a mutually agreed restorers; the total cost will not exceed the value of the vehicle
- 4.3 following payment of the full amount insured for any vehicle, Underwriters will become the full owners and reserve the right to take possession of the vehicle.

For parts, trailers and other items noted and agreed by Underwriters:

- 4.4 the fair market value at the time of loss. If agreed value is required for any item(s) this is to be noted and agreed by Underwriters at inception.

Section 5 - Acquisitions

The total sum insured may be increased by up to 10% to cover the acquisition of new vehicles provided the Underwriters are notified within 60 days and an additional premium is paid. This allowance will be available in full again following each notification to the Underwriters.

Section 6 - General Exclusions

This insurance does not cover loss, damage or expense:

- 6.1 the cost of making good wear and tear, gradual deterioration, inherent defect, rust or oxidation, moth or vermin damage, warping or shrinkage, fault or breakdown.
- 6.2 resulting from aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm or fire.
- 6.3 due to consequential loss including loss of use or depreciation
- 6.4 which falls below the deductible for each section as specified in the Schedule
- 6.5 arising directly or indirectly from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused
- 6.6 directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 6.7 confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 6.8 arising from legal liability of whatsoever nature
- 6.9 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
nuclear reaction, nuclear radiation or radioactive contamination
- 6.10 terrorism as defined in clause NMA 2920 (attached).

Section 7 – General Conditions

The Underwriters shall not be liable to pay any claim under this insurance unless the insured complies with all the requirements in the following conditions.

7.1 Due diligence

The Assured must take all reasonable care and measures to protect the insured items and to maintain them in a good and proper condition.

7.2 Notice and proof of loss

In the event of loss or damage which may give rise to a claim under this insurance, notice is to be given to the insured's broker or agent as soon as reasonably possible, and to the police if a crime is suspected.

If a claim is made, the Assured must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of the claim. If required by the Underwriters, the Assured must submit to examination under oath by any person designated by the Underwriters.

7.3 Subrogation

The Underwriters will be entitled to take over and deal with in the Assured's name (but at the Underwriters' expense) the defence or settlement of any claim and to bring proceedings in the Assured's name to recover for the Underwriters' benefit the amount of any payment made under this insurance, including their own costs and expenses. The Underwriters shall be entitled to exercise all the rights and remedies of the Assured who shall give all assistance in his power as the Underwriters may require.

7.4 Recovered property

The Assured will have the right to purchase from the Underwriters any property recovered for which the full sum insured has been paid in settlement of a claim at the lesser of:

- (i) the amount of the settled claim plus interest from the date of settlement at a relevant prevailing bank base rate plus loss adjustment and recovery expenses;
- (ii) the fair market value at the time of recovery.

The Underwriters will notify the Assured by post at his last known address of the right to purchase property recovered and the Assured will have 60 days from the date of notice to exercise the right to purchase.

7.5 Misrepresentation and fraud

This insurance shall be void if the Assured has concealed or misrepresented any material fact or circumstance relating to this insurance or made any claim knowing it to be fraudulent.

7.6 Governing law and jurisdiction

This insurance shall be governed and construed in accordance with the laws of England, and the courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute.

Any part of this insurance found by any court to be unenforceable shall be considered capable of being removed so as not in any way to affect the remainder.

Section 8 - Cancellation

This insurance may be cancelled at any time by the Assured in writing to the broker or agent who effected this insurance. The insured will then be entitled to a pro rata return of paid premium, provided no claim has been made on this insurance

This insurance may also be cancelled by or on behalf of Underwriters by giving 30 days notice in writing sent by post to the insured at his last known address. The Underwriters will then be entitled to the pro rata proportion of the premium.

Notice will be deemed to have been given if sent by post properly addressed.

NOTICE TO THE INSURED

Data Protection Act 1998

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose your personal details to third parties, if it is necessary for the performance of your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by us or our agents.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with your insurance application, we will assume you are agreeable for us to transfer your information to a country outside the EEA.

Should you wish to receive a copy of the information we hold on you, please contact the Compliance Officer, Lloyd's Syndicate 4000, Box 146, Lloyd's, 1 Lime Street, London EC3M 7HA.

Complaint Procedure

The **Insurer** is committed to providing a first class service at all times.

If at any time there are questions or concerns regarding this **Policy** or the handling of a **Claim**, you should in the first instance refer to your insurance broker or intermediary, if any. If your problem cannot be resolved, any question or complaint should then be addressed to:

Director of Claims
Pembroke Managing Agency Limited
2nd Floor South
3 Minster Court
Mincing Lane
London
EC3R 7DD

020 7337 4507

If after following the above procedure your complaint has not been resolved to your satisfaction, you should write to the Chief Executive at the address above.

In the event you wish to pursue matters further, where appropriate, you can refer the matter at any time to the:

Complaints Department
Lloyd's
One Lime Street,
London EC3M 7HA
Telephone: 020 7327 5693 Fax: 020 7327 5255
E-mail: Lloyds-Regulatory-Complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may, where appropriate, be referred to the Financial Ombudsman Service to review the case.

The address is:

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

Telephone: 0845 080 1800

www.financial-ombudsman.org.uk

The Financial Ombudsman's Service decision is binding upon the **Insurer** but you are free to reject it without affecting your legal rights.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

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TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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