



# Motorsport Insurance? *We've got it covered*

## Personal Injury Insurance Confirmation of Cover

**REF: BPA2014010000**

Thankyou for using MORIS. Below is a summary of the details you have supplied to us an which will form the basis of the insurance.  
**THE DUTY OF DISCLOSURE.** In the current litigious environment, we have to remind you of your duty of disclosure and of the dangers of the misrepresentation of material information which can lead to the rejection of a claim or even the voidance of a policy from inception. We must be told of all material facts. These facts do not necessarily have to actually increase the risk. The duty of disclosure continues up until the insurance contract has been concluded, but then resurrects itself at the time of proposed renewal or extension or, or any amendment to, the insurance contract. further information can be found on our web site.

Please check that ALL details are correct and if anything is at odds or variance to your understanding of the insurance arranged then please call us immediately on 0203 427 5960.

RETAIN THIS DOCUMENT. We do not issue any further documentation and you will need to have your Confirmation of Cover reference to hand should you wish to make a change to the insurance details or submit a claim. The details below should be read in conjunction with the insurance document. This is also available to view on our web site.

<b>Policy Holder:</b>				<b>Occupation:</b>	
<b>Address for correspondence :</b>					
<b>Competition Details:</b>	<b>Bike Sport Discipline:</b>	<b>Principle Championship / series being contested:</b>		<b>Type of licence held:</b>	
<b>Policy Period:</b>	<b>Inception Date:</b>			<b>Expiry Date:</b>	
				31/12/2014	
<b>Operative Time:</b>	Whilst testing, practicing, qualifying and competing on your competition bike. Competitive events are covered providing the organised club is recognised by the Auto Cycle Association (ACU)				
	<b>Covered whilst traveling to and from an event:</b>				
<b>Insured Benefits:</b>	<b>Death</b>	<b>Total Disability</b>	<b>Partial Disability</b>	<b>Loss of weekly income (per week - up to 52 weeks)</b>	<b>Emergency Medical Expenses</b>
	£	£	No	£	£
	Excess (each and every loss)			28 days	
				No. of events outside the UK	
<b>PREMIUM SUMMARY</b>	<b>Personal Injury Premium</b>	<b>Premium Tax</b>	<b>Admin Fee</b>	<b>TOTAL (excl. any credit card surcharge)</b>	
	£	£	£	£	

Your Credit/Debit Card statement will show the words "Motorsport Insurance"

This Confirmation of Cover, together with the policy wording, certifies that insurance has been effected between you and the Insurer. In return for payment of the premium detailed above, the Insurer agrees to insure you in accordance with the terms and conditions contained in or endorsed on these documents. The Insurer has entered into a Binding Authority Contract (reference xxxxx) with London Special Risks Ltd under which the Insurer has authorised to sign and issue these documents on its behalf.

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## 1. INTRODUCTION

### What this policy is about

This is an optional personal accident insurance that applies whilst you are competing in, or travelling to or from (if you select this option), any event organised by a member club of the Auto Cycle Union (ACU) or similar UK Motorcycle Sport Association. "Competing" includes practicing, testing, and racing.

#### 1. Accidental Death.

**2. Permanent Disability:** This is for the very serious accident and one which would prevent *you* from attending any business or occupation for which you are reasonably suited by training, education, or experience and which lasts for a continuous period of 24 months. After this period an appropriate *doctor* must confirm that there is no hope that *your* medical condition will improve. Important: If *you* have a highly specialised occupation where perhaps a relatively minor but permanent disability could cause the termination of this occupation, then we would recommend a policy more specific to such needs.

**3. Partial Disabilities:** This can pay *you* a proportion of the Permanent Disability specified above where *you* suffer such injuries as loss of: sight, loss of limb(s), loss of hearing, and total amputation of toes. A full scale of compensation can be found on page 4.

**4. Emergency medical expenses:** This is not a private medical insurance. If *you* have an accident in the UK that requires emergency treatment the NHS will take care of *you*. *You* will only need this cover if *you* are racing outside of the UK and within Europe. If *you* are racing beyond European boundaries and *you* require this cover *you* will need to call *us* since there may be an additional premium to pay. Repatriation expenses are limited to £5,000 any one accident.

**5. Loss of Weekly Income (Temporary Total Disablement):** Providing *you* are in gainful employment (and therefore receive an income), should *you* be unable to work this insurance will provide compensation. The weekly sum insured should be based on the nearest figure to *your* net weekly income. We will pay this benefit up to a full 52 weeks, excluding the first 28 days. The maximum weekly level of benefit is £2,500 or 60% of *your* normal gross monthly earned income, whichever is the lower amount.

**Eligibility for cover:** To be able to buy cover this policy *you* must be:

- under 64 years of age, and
- resident in the *United Kingdom*.
- a licence holders of the ACU (Auto Cycle Union) / Club Card holder of an ACU or similar recognised motorsport club.

**The insurance documents:** The policy should be read together with *your* Confirmation of Cover. They form the contract of insurance between *you*, the policyholder, and *us*, the *insurers*.

**(a) Policy** - the document *you* are reading now is the policy. It gives full details of the insurance cover and all of the policy terms, conditions and exclusions.

**(b) Confirmation of Cover** - this is to be read along with the policy. This will tell *you* how much *your* policy will pay out and which cover options *you* have selected. It will also confirm what premium *you* have paid.

**Understanding the cover:** Some words and phrases in this policy will always have same meaning wherever they appear. To make them easier to recognise when they are being used, we will show them in *italics*. They are called Definitions and are all explained in Section 10. Sometimes the meaning for some of them is repeated in the policy where they are relevant to that particular policy section.

**Period of Cover:** All policies run from the commencement date as stated in *your* Confirmation of Cover to 31<sup>st</sup> December in the same year.

**Language:** All insurance documents and all communications with *you* about this policy will be in easy to understand English. No language other than English will be used.

**The insurers:** This insurance is provided by Tokio Marine Europe Insurance Limited. Tokio Marine Europe Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details are available on the financial services register on the Financial Conduct Authority's (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on telephone no. 0800 111 6768.

**When and where cover applies:** Cover applies only applies whilst *you* are competing in, or travelling to or from (if *you* selected this option), any event organised by a member club of the Motor Sport Association (MSA). 'Competing' includes practicing, testing and racing.



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## **2. WHO TO CONTACT IN AN EMERGENCY**

### **Duty of the Insured Person in the event of Accidental Bodily Injury or Sickness**

As soon as practicable after suffering an Accidental Bodily Injury or contracting Sickness the Insured Person shall place themselves under the care of a qualified medical practitioner whose advice they must follow

### **Notification to the Underwriters**

Any circumstances which may give rise to a claim under this Policy must be notified to the Underwriters in writing as soon as reasonably practicable but in any event within 30 days of such circumstances arising

Postal Address  
Non Marine Claims Department  
Tokio Marine Europe Insurance Limited  
60 Gracechurch Street  
London EC3V 0HR  
Telephone 0800 169 2470

### **In respect of Emergence Assistance please contact Global Assistance on:**

Tel +44(0)2920 474131  
Fax +44(0)2920 467797  
E mail: [assistance@global-response.co.uk](mailto:assistance@global-response.co.uk)

Quote GPABT2012 and quote the policy number in your Confirmation of Cover

SAMPLE

### **3. PERSONAL ACCIDENT**

As shown in *your* Confirmation of Cover, we will pay *you* if *you* sustain a *bodily injury* resulting from an *accident* while *you* are in *your* competition vehicle and or (where covered) driving to or from an event venue, which results in *your* death or disablement. For *insured persons* under the age of 16 years the Accidental Death Benefit is limited to £2,500.

**Accidental Death** (If *you* have selected this cover it will be shown on *your* Confirmation of Cover)

We will pay the benefit shown in *your* Confirmation of Cover if, within 12 months of an *accident*, the *bodily injuries*, sustained solely and independently of any other cause, result in *your* death.

**Permanent Disability** (If *you* have selected this cover it will be shown on *your* Confirmation of Cover)

We will pay the sum shown in *your* Confirmation of Cover provided that, solely as a result of an *accident*, it prevents *you* from attending any business or occupation for which *you* are reasonably suited by training, education, or experience and which lasts for a continuous period of 24 months. After this period an appropriate *doctor* must confirm that there is no hope that *your* medical condition will improve. This 24 month period of incapacity must begin within one year of the date of the *accident*. Disablement must be caused by the *bodily injuries* sustained by *you*, within 12 months of an *accident*, solely and independently of any other cause.

Important: If *you* have a highly specialised occupation where perhaps a relatively minor but permanent disability could cause the termination of this occupation, then we would recommend a policy more specific to such needs.

Permanent Disability also includes;

- Total loss of sight of both eyes
- Loss of both arms or both hands
- Complete deafness of both ears, of traumatic origin
- Removal of the lower jaw
- Loss of speech
- Loss of limb

#### **Loss of limb means**

- (a) In respect of an arm, permanent loss by physical severance at or above the wrist or the complete and irrecoverable loss of use of hand.
- (b) In respect of a leg, permanent loss of physical severance at or above the ankle or complete and irrecoverable loss or use of a foot.

These definitions apply equally to loss of one limb or loss of two or more limbs.

#### **Loss of sight in both eyes means**

Total and irrecoverable loss of all sight as shown to *our* satisfaction to be permanent and without expectation of recovery and the *your* name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

#### **Loss of speech means**

Permanent total and irrecoverable loss of speech which lasts 12 consecutive months and at the end of that period is beyond hope of improvement.

#### **Loss of hearing means**

Permanent total and irrecoverable loss of hearing which lasts 12 consecutive months and at the end of that period is beyond hope of improvement.

**Loss of Weekly Income (Temporary Total Disability)** (If *you* have selected this cover it will be shown on *your* Confirmation of Cover) This means that, solely as a result of an *accident*, *you* have been certified by a *doctor* as medically unfit to carry out all of the duties of *your* usual occupation. The *waiting period* is 28 days during which time no benefit is payable.

The weekly benefit as shown in *your* Confirmation of Cover will be paid if *you*, solely and independently of any other cause, are temporarily disabled as the result of an *accident* while *you* are in *your* competition vehicle and or (where covered) driving to or from an event venue, which results in *your* Temporary Total disablement.

Providing *you* are in gainful employment (and therefore receive an income), should *you* be unable to work this insurance will provide necessary compensation. The weekly sum insured should be based on the nearest figure to *your* net weekly income. The insurers will pay this benefit up to a full 52 weeks, excluding the first 28 days. The maximum weekly level of benefit is £2,500 or 60% of *your* normal gross monthly earned income, whichever is the lower amount.

**Permanent Partial Disability**

(If *you* have selected this cover it will be shown on *your* Confirmation of Cover)

In the event of Permanent Partial Disability the percentage of the sum insured in respect of Temporary Partial Disability shall be as follows:

<b>Head</b>	
Loss of osseous substance of the skull in all its thickness surface of at least 6 sq. cm	40%
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	40%
Loss of one eye	40%

<b>Upper Limbs</b>	<b>Right</b>	<b>Left</b>
Loss of one arm or one hand	60%	50%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%	40%
Total paralysis of the upper limb (incurable lesion of the nerves)	65%	55%
Shoulder ankylosis	40%	30%
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40%	30%
Total paralysis of the median nerve	45%	35%
Total paralysis of the radial nerve at the torsion cradle	40%	35%
Amputation of four fingers including thumb	45%	40%
Amputation of four fingers excluding thumb	40%	35%

<b>Lower Limbs</b>	
Amputation of thigh (upper half)	60%
Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	45%
Partial loss of foot (sub-ankle-bone disarticulation)	40%
Partial loss of foot (medio-tarsal disarticulation)	35%
Partial loss of foot (tarso-metatarsal disarticulation)	30%
Total paralysis of lower limb (incurable nerve lesion)	60%
Anchylosis of the hip	40%
Loss of osseous substance from thigh or both bones of the leg (incurable condition)	60%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%
Shortening of the lower limb by at least 5 cm	30%
Total amputation of all the toes	25%

If *you* are left-handed and, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

The partial or total "functional" disablement, not specifically dealt with in Total Disability, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same *accident* is arrived at by adding together the various sums, but shall not exceed the total sum insured specified in *your* Confirmation of Cover under the heading 'Total Disability'

**What is not covered?**

This insurance does not cover death or disablement in any way caused or contributed to by:

1. Illness.
2. Any accident which falls outside of the Operative Time specified in *your* Confirmation of Cover.
3. War risks:
  - a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b) any act of terrorism, or
  - c) any act of war or terrorism involving the use or release of the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) or 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

4. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. *You* engaging in or taking part in armed forces service or operations.
6. *You* engaging in flying of any kind other than as a passenger.
7. Any suicide or attempted suicide or intentional self-injury or *you* being in a state of insanity.
8. *Your* criminal act.
9. Being under the influence of alcohol, as defined by the motor vehicle laws of the country or state of their normal domicile and /or being under the influence of drugs, unless prescribed for *you* by a qualified medical practitioner but excluding any drugs prescribed for the treatment of drug addiction.
10. Any amount recoverable under any state or Employers medical scheme.
11. *You* are excluded from using/riding Motorbikes unless *you* are travelling directly to or from *your* normal place of residence to the track and have selected this option as shown in *your* Confirmation of Cover.
12. Any condition caused or aggravated by any psychiatric illness or any mental, nervous or stress related disorder.
13. Backache unless there is additional medical evidence of abnormality (for example a MRI scan or X-ray).

**Conditions**

1. Unless otherwise declared and agreed by the *us* no benefit will be payable for any condition for which the *you* have sought advice, diagnosis, treatment or counselling or of which *you* were, or should reasonably have been, aware at inception of this Insurance or for which *you* have been treated at any time prior to inception.
2. Any fraud, concealment, or deliberate mis-statement either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.
3. If **you** have already received any benefit from the Loss of Weekly Income cover (Temporary Total Disablement) the amount already paid will be deducted from any lump sum benefit paid under Permanent Disability, Partial Disability or Accidental Death.
4. **You** can only receive one benefit under Accidental Death or Permanent/Partial Disability. **You** can not receive benefit for both.

#### **4. EMERGENCY MEDICAL EXPENSES**

***NOTE: THIS IS NOT PRIVATE MEDICAL/HEALTH INSURANCE***

(If *you* have selected this cover it will be shown on *your* Confirmation of Cover)

Emergency Medical Expenses cover applies following an *accident* in *your* competition vehicle and or (where covered) driving to or from an event venue.

**What is covered?**

- a. The fees of a registered medical practitioner and the fees of any surgeon and other specialist to whom the registered medical referee has referred the case.
- b. The cost of medication, drugs or appliances prescribed by such medical referee, surgeon as mentioned in a. above.
- c. Maintenance and attendance in hospital pay beds or nursing home and home nursing in bed by a qualified resident or daily nurse.
- d. The cost of emergency transport necessarily incurred in connection with events covered by this section within the country where the events occurs.
- e. Repatriation following an accident in your competition vehicle and or (where covered) driving to or from an event venue outside the *United Kingdom*. *You* are covered for
  - i) Reasonable additional travel, accommodation and repatriation expenses incurred by *you* (including other persons necessarily having to travel and/or remain with and/or escort *you*) in the event of treatment being necessarily undertaken in the Country of normal domicile on the certified instructions of a registered medical referee.
  - ii) The cost of the transport of *your* body or ashes Country of domicile in the event of death.

Repatriation expenses are limited to £5,000 any one *accident*.

**What is not covered?**

1. The *excess* amount shown in *your* Confirmation of Cover.
2. Any expense incurred after *you* have returned to the *United Kingdom*.
3. Any claim if *you* travel against medical advice.
4. The following costs and expenses unless they have been authorised by the *assistance company*
  - inpatient, hospital, clinic or nursing home expenses
  - repatriation transportation or additional hotel or travel costs and expenses
  - burial or cremation costs outside the *United Kingdom*
  - charges levied for services rendered or treatment received in the *United Kingdom*
  - any elective medical or dental treatment or exploratory tests
5. Treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until *your* return to the *United Kingdom*.
7. Illness.
8. The provision of false teeth or dentures, normal eye tests and the provision of visual aids, normal ear tests and the provision of hearing aids.
9. Cosmetic surgery and associated treatment, unless necessitated by *accidental bodily injury*.
10. The costs incurred during stays at health resorts, spas, sanatoriums, clinics, convalescent homes and similar institutions.
11. Psycho-analytical and psycho-therapeutical treatment.
12. Treatment performed by lawful spouse, parents or children.
13. Treatments whereby the methods and remedies are not scientifically recognised.
14. Birth defects or congenital illness.
15. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV) howsoever these have been acquired or may be named; Hepatitis B or venereal disease.
16. Medical Expenses incurred outside of Europe.



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#### Conditions

1. Cover under this Section shall apply only in respect of trips outside the *United Kingdom*.
2. The amount payable under Section 4 shall not exceed the limit stated in *your* Confirmation of Cover and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim.
3. We reserve the right to repatriate *you* to the *United Kingdom* when, in the opinion of *our* medical advisers, *you* are fit to travel.
4. The *assistance company* must be notified and authorise any costs to be incurred before *you* are admitted as an inpatient to any hospital, clinic or nursing home or before any repatriation arrangements are made or in the event of the *your* death before burial, cremation or transportation of the *your* remains.

SAMPLE

## **5. HOW TO MAKE A CLAIM**

Any circumstances which may give rise to a claim under this Policy must be first be notified to us by phone +44(0) 203 427 5960 or email [info@moris.co.uk](mailto:info@moris.co.uk) and it will be necessary to complete our Accident Report Form which can be downloaded at:

[www.moris.co.uk/docs/personal-injury-report-form.pdf](http://www.moris.co.uk/docs/personal-injury-report-form.pdf)

- 1) Notice shall be given to the Underwriters as soon as reasonably practicable before interment or cremation or the holding of any inquest enquiry or proceeding concerning the death or disappearance of an Insured Person.

Postal Address:  
Non Marine Claims Department  
Tokio Marine Europe Insurance Limited  
60 Gracechurch Street  
London EC3V 0HR  
Telephone 0800 169 2470

- 2) All reports, certificates and information required by the Underwriters must be furnished without expense to the Underwriters.
- 3) Unless otherwise agreed by the Underwriters weekly benefits shall not become payable until the total amount due shall be ascertained.
- 4) In connection with any claim an Insured Person may be required to undergo medical examination at the expense of the Underwriters. Benefit will not be payable in respect of any claim where the Insured Person fails to undergo such medical examination.
- 5) In connection with any claim a representative of the Underwriters shall be allowed to visit the Insured Person at any reasonable time. Benefit will not be payable for any claim if the Insured Person fails to co-operate in this respect

### **Claims Conditions**

1. All information and evidence to support a claim shall be provided at *your* own expense and shall be in a form as required by the Claim Administrators.
2. *You* shall, as often as required, submit to medical examinations at *our* expense.
3. The receipt of benefit from *us* to *you* or *your* legal representative will be a full and final discharge by *us*.

## **6. WHEN COVER ENDS**

### **Cooling-off period**

If, having applied for this insurance, *you* decide that *you* do not want it after all, simply write to the **MO.R.I.S** Customer Response Team within 14 days of receiving *your* insurance documents and all cover will be cancelled. **You** will only be entitled to a refund within the cooling-off period on the condition that **you** have not had any benefit of the policy. This means *you* have not been practicing, testing or racing since **your** policy started.

### **Cancelling Cover**

*You* are entitled to cancel *your* policy at any time after the cooling off period has expired. When cover is cancelled after the cooling-off period there is no refund of premium.

We may cancel this policy from its next renewal date by sending 30 days notice to *your* last known address.

### **Automatic cancellation**

All cover under this policy will end automatically on the first of these events:

- (a) *your* 65<sup>th</sup> birthday, or
- (b) upon payment of the Maximum Policy Benefit shown on *your* Confirmation of Cover.

### **Periodic review**

The *insurers* recommend that *you* regularly review the policy to make sure it still meets *your* needs.

## **7. GENERAL CONDITIONS**

**Compliance with the policy terms:** *Our* liability under this policy will be conditional upon *your* compliance with its terms and conditions and any statement made being truthful and accurate. Failure to comply with the policy terms might jeopardise entitlement to benefit.

**Fraudulent claims:** *We* take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. To help prevent fraudulent claims, insurers sometimes share information. Details about *your* insurance application and any claim made may be shared with other insurers.

If any claim under this insurance is fraudulent or is intended to mislead *us* or if any misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, the right to any benefit under this insurance will end, the policy will be cancelled and *we* will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. *We* may also inform the police. If any claim is in any respect fraudulent or if any fraudulent means including submission of falsified documents are used to obtain benefit by *you* or anyone acting on *your* behalf all benefit under the policy shall be forfeited.

*You* may not transfer this policy or any benefit payable under it without *our* prior written permission.

**Safeguarding premium and claim payments:** All premium payments from *you* and due to *us* and any premium refunds due to *you* from *us* for this policy will be held by **MO.R.I.S** on *our* behalf.

All claims benefit payments due to *you* from *us* will be held by the Claim Administrators.

When doing this both **MO.R.I.S** and the Claim Administrators will be acting as *our* authorised agents. This means that when *you* pay a premium to **MO.R.I.S** it is deemed to have been received by *us* and all claims benefits and premium refunds due to *you* from *us* are not deemed to have been paid until *you* or *your* estate have actually received them.

## **8. LEGAL AND REGULATORY INFORMATION**

**About us:** This insurance is underwritten by Tokio Marine Europe Insurance Limited (The Underwriters). Tokio Marine Europe Insurance Limited are a member of the Association of British Insurers authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 202574 Registered Office : 60 Gracechurch Street, London EC3V 0HR Registered number :989421 England. Full details are available on the financial services register on the Financial Conduct Authority's (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on telephone no. 0800 111 6768.

**The law that applies to this policy:** Whilst the parties to this insurance are free to choose the law applicable to it we propose the law of England and Wales. In the absence of any other agreement the law of England and Wales will be used.

**Data Protection Notice:** In this notice "we/us/our" includes MO.R.I.S and the Claim Administrators *We* will collect certain information about *you* in the course of considering *your* application and conducting *our* relationship with *you*. This information will be processed for the purposes of underwriting *your* insurance cover, managing any insurance issued, administering claims and fraud prevention. *We* may pass *your* information to a qualified medical practitioner, other insurers, reinsurers and loss adjusters for these purposes. This may involve the transfer of *your* information to countries which do not have data protection laws.

*You* may have the right of access to, and correction of, information that is held about *you*. Please contact *our* Compliance Officer to exercise either of these rights.

Some of the information may be classified as 'sensitive' – that is information about physical and mental health and employment records. Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain *your* explicit consent before *we* process the information. By signing *your* insurance application *you* consent to the processing and transfer of information described in this notice. Without this consent *we* would not be able to consider *your* application.

**The Financial Services Compensation Scheme:** *We* are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation under the scheme if *we* are unable to meet *our* obligations to *you* under this contract. If *you* are entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract. Further information can be obtained from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) by phone on 0800 678 1100 or 020 7741 4100 and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

Tokio Marine Europe Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Full details are available on the financial services register on the Financial Conduct Authority's (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on telephone no. 0800 111 6768.

## **9. WHO TO CONTACT**

For **amendments, renewals, cancellations** or if you have any questions about your policy please contact Motorsport Race&Rally Insurance Services (**MO.R.I.S**).

### **MO.R.I.S**

C/o London Special Risks  
Minster House, 42 Mincing Lane,  
London  
EC3R 7AE

Tel: 0203 427 5960  
Fax: 0207 459 9301  
Email: [info@moris.co.uk](mailto:info@moris.co.uk)

**Claims queries** If you wish to talk about a claim please speak to the Underwriters. Their contact details are:

## **10. CUSTOMER SERVICE AND COMPLAINTS PROCEDURE**

Both **MO.R.I.S** and the Underwriters are dedicated to providing you with a high quality service at all times. If you or your personal representative feel that you have not been offered a first class service please tell them. Every effort will be made to sort out the problem. If you or your personal representative wish to make a complaint about your policy or premium payments please contact **MO.R.I.S**. The details are:

### **MO.R.I.S**

London Special Risks  
42 Mincing Lane  
London  
EC3R 7AE

Tel: 0203 427 5960  
Email: [complaints@moris.co.uk](mailto:complaints@moris.co.uk)

The Underwriters are committed to providing the Insured with the very highest level of service at all times. However if the Insured feels that the Underwriters' service has fallen short of their expectation the Insured may contact the Underwriters at any time with their complaint.

The first point of contact should be either the Insured's insurance advisor who arranged the Policy at their address or the Underwriters at the contact details given below:

The Complaints Manager  
Tokio Marine Europe Insurance Limited  
60 Gracechurch Street  
London EC3V 0HR  
Telephone +44 (0)20 7283 8844

The Underwriters will aim to answer the complaint as quickly as possible and hope to resolve the issue by the close of the working day following the complaint.

If this cannot be done the Underwriters will follow the procedure laid out below.

The Underwriters will acknowledge the complaint within five working days and hope to include in this letter a resolution to the complaint.

If a more detailed investigation is required the Underwriters will aim to return to the Insured within four weeks of their initial complaint with the Underwriters' resolution. If this is not possible the Underwriters will write to the Insured within four weeks and explain why the issue has not yet been resolved and give a likely timescale of when our investigation will be concluded.

Where the Insured is dissatisfied with the Underwriters' response to resolve the complaint and the Insured is classified as a micro-enterprise as defined by the Financial Conduct Authority then the Insured may refer the complaint to the Financial Ombudsman Service at the address below:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone 0300 123 9 123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## **11. DATA PROTECTION NOTICE**

Tokio Marine Europe Insurance Limited (the Underwriters) is part of Tokio Marine Holdings Inc. The Underwriters and other group companies will use information given together with other information for the administration of this Policy the handling of claims and the provision of customer services. The information may also be disclosed to the Underwriters' service providers and agents for these purposes. It may also be disclosed to the Insured's insurance advisor where appointed.

The Insured has a right to request a copy of the information (for which the Underwriters may charge a small fee) and to correct any inaccuracies. To ensure instructions are followed correctly and to improve the Underwriters' service through staff training telephone calls may be recorded.

## **12. DEFINITIONS**

<b><i>Accident/accidental</i></b>	A sudden, unexpected, unusual and specific occurrence which happens by chance whilst <i>you</i> are covered by this insurance.
<b><i>Annual salary</i></b>	The total gross basic annual salary excluding payments for commission, bonus or overtime payable to you at the date a bodily injury is sustained. If you are paid weekly, annual salary will be calculated by taking your average gross basic weekly salary for the thirteen weeks prior to sustaining a bodily Injury and multiplying this amount by fifty-two.
<b><i>Assistance company</i></b>	Global Assistance
<b><i>Benefit period</i></b>	The maximum period from the date of total or partial disablement for which a disability Income benefit is payable. This period commences at the end of the <i>waiting period</i> .
<b><i>Bodily injury</i></b>	A physical injury caused solely by an <i>accident</i> as specified in the schedule.
<b><i>Competing</i></b>	Practicing, testing and racing / rallying at an event organised by an MSA (Motor Sport Association) club in an appropriate competition vehicle.
<b><i>Doctor</i></b>	A Registered Medical Practitioner in the <i>United Kingdom</i> or any other physician acceptable <i>us</i> other than <i>you</i> or a member of <i>your</i> immediate family.
<b><i>United Kingdom</i></b>	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
<b><i>Waiting period</i></b>	The period prior to the commencement of the Benefit Period during which no benefit is payable. If you return to work before the end of this period then no benefit will be paid.
<b><i>We/us/our</i></b>	Tokio Marine Europe Insurance Limited.
<b><i>You/your</i></b>	The Policyholder named on the Confirmation of Cover.