



Motorsport Insurance? *We've got it covered*



TYPE OF INSURANCE AND COVER

This Key Facts, together with your Application for Bike Track Day Insurance Confirmation of Cover and any formal amendments, sets out the terms of your insurance policy. You should check all details of your insurance policy and satisfy yourself that it is entirely in accordance with your understanding and instructions. Anything at variance with this understanding and instruction should be advised to us immediately quoting your unique reference number (e.g. BTD201101001) from the MORIS website.

TYPES OF COVER - You will have chosen one of two options as to the type of cover you have. Either:

TOTAL LOSS ONLY COVER

When damage to structural components (not the "pretty bits" – see below) means that the cost of repairs or replacement would exceed the market value of the bike. This would result in the bike being written off and the insured would be paid the market value of the bike less the policy excess.

OR

GROUND UP COVER

The cost of repairs or replacement of structural components (again, not the "pretty bits" - see below) is covered, up to the point that insurers decide that the bike is uneconomical to repair when the bike will be written off and the market value paid less the excess, as above.

This is an accidental damage policy designed to cover your Bike in the event you have an accident on the circuit or another participant causes damage to your Bike during the course of your Track day. See "Track Day Definition".

TRACK DAY DEFINITION

A track day is a strictly non competitive (no timing, pacemaking or racing) day at a race circuit where road registered vehicles can be ridden by individuals holding a full driving licence on a race circuit without speed restriction. Riders must adhere to all safety briefings provided at the beginning of each track day.

Track Day Insurance is a limited cover and does not follow all of the conditions of standard motor insurance

This policy does NOT cover you for ANY driving that may be deemed "competitive" (this includes any form of timing)

Operative Boundaries

Cover only applies "trackside" and does not extend to any loss or damage occurring in the pit garage, paddock or other similar areas of the circuit..

Recommendation

We strongly urge you to take photographs of the insured motorbike from all four sides BEFORE taking to the track. This can help in the event of a claim.



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DEMANDS AND NEEDS:

- In choosing this product and the level of cover, you have not received any personal recommendation from MORIS.
- The information above details the cover you have selected.
- The choices you will have made depend on your personal circumstances

Data Protection Act 1998

You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to other parties.

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OUR FEES

1. Date Change Fee

Should you change your date we will charge £5.95 every time you notify us of a date change. This you can do yourself on-line at <https://secure.moris.co.uk/mydates.asp> If we are to do this for you we have to apply a fee of £19.95

2. Change of Circuit Fee

Some circuits are more hazardous than others and if you change circuits after you have bought a policy there may be an additional charge of £9.95. This you can do yourself on-line at <https://secure.moris.co.uk/mydates.asp> If we are to do this for you we have to apply a fee of £16.95

3. Any other changes to your policy

Notwithstanding any adjustments to your premium (additional premium or return of premium) in the event you need to amend your policy details during the course of the policy period we charge £16.95 for each amendment to cover our administrative costs.

4. Cancellation Fee

In the event your policy has to be cancelled because you are unable to attend the planned track day or the track day is cancelled by the organiser, then you are entitled to a full refund of your premium (excluding original admin fee) less a £15 cancellation charge.

Want to understand more about our fees?

This link will explain further: <http://www.moris.co.uk/Motorsport-insurance-Information/Our-Fees>

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What your Track Day Policy covers

- External accident damage (i.e. impact) to the bike only whilst engaged in the specified track day activity.
- Fire damage but only if directly following an accident (i.e. impact).
- The costs of repairing the bike or, if insurers decide, pay you or the legal owner (should the bike be subject to hire purchase or lease) an amount in full settlement. Any amount paid cannot be more than the bike's market value at the time of the accident and all claims are subject to an excess/deductible as shown on the Track Day Insurance details. Where the bike is insured for the full market value, in the event the claim is settled as a total loss the insurers have the right to decide to keep the salvage. Insurers can choose either of these alternatives.

What your Track Day Policy does not cover

1. Cars.
2. Internal damage to the engine / gearbox or transmission, unless it is a consequence of a direct impact / a direct consequence of an accident on the circuit or with another participant.
3. Damage to items caused by mechanical, electrical or computer breakdown, however caused.
4. Liability to other participants, to any third parties or to passengers or any property damage.
5. Competitive riding, (in other words, whilst racing or on timed runs or trials).
6. Consumable items such as tyres, oils, linings etc.
7. Cosmetic damage such as paint chips or wheel scuff that are not a consequence of an accident on the circuit or with another participant.
8. Extra costs involved in repairing specialised paintwork and logos unless specifically agreed.
9. Shipping / Transportation / Recovery costs. (Note: insurance of recovery costs for circuits in England, Scotland or Wales is available as an optional extension. This option is made available when completing your payment for vehicle damage insurance online).
10. Labour costs exceeding £80 per hour (including VAT).
11. Loss or damage to the bike whilst being ridden by any person other than those specified within the Confirmation of Cover document.
12. Any fraudulent, dishonest or criminal act.
13. Damage due to wear and tear and gradual deterioration.
14. Loss of items which are not standard fittings on your bike.
15. Loss or damage which is insured by any other existing insurance including and not limited to motor or household insurances.
16. Loss of use, delay or consequential loss of any description including confiscation or abandonment.
17. Loss of computer logging systems.
18. Loss of or damage to the bike whilst being worked upon.
19. Loss from any form of mechanical or electrical breakdown or damage, ingress of water, rust, oxidization, latent defect or inherent vice.
20. Loss or damage to overalls, leathers, helmet, boots or gloves.
21. Personal Injury. (Note cover can be purchased separately, or as an extension to insurance you have arranged).
22. Injury or damage caused by or resulting from the riding of or use of the bike on a road or public highway within the meaning of the Road Traffic Act.
23. Diminution of the market value following repair.

You must take all reasonable steps to

- (1) prevent or reduce loss or damage and
- (2) observe any legal condition, by-law or other regulation.



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Information you have given us

In deciding to accept this policy and in setting the terms and premium, we have relied on the information you have given to us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this policy as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your policy and any claim. For example, we may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel your policy in accordance with the Right to cancel condition below.

We will write to you if we:

- intend to treat your policy as if it never existed; or
- need to amend the terms of your policy.

If you become aware that information you have given us is inaccurate, you must inform your broker as soon as practicable.

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CONDITIONS

Policy Changes

If the date(s) / circuit(s) and / or organiser(s) have changed you can advise us by clicking on to "My Dates". Please read the instructions carefully. All other changes are to be notified to us directly. Please also refer to "Our Fees" above. Insurers will not accept changes or cancellations retrospectively.

Policy Cancellation

Please refer to the MORIS "My Dates" page. If you do not have a replacement date, you will need to formally cancel your policy. The premium will be returned to you in full (excluding any applicable administration fee, if any) and will be less a £15 cancellation fee. Should there have been a claim there will be no return of premium.

You can cancel this insurance at any time by calling 020 3427 5960 (Mon-Fri 9a.m. to 5.30p.m) or on our website or via e-mail on info@moris.co.uk or in writing to:

MORIS.co.uk C/O Indigo Underwriters Ltd, No 1 Royal Exchange, London EC3V 3DG

We can cancel this insurance by giving you 30 day's notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium ;
- a change in risk occurring which means that we can no longer provide you with insurance cover,;
- non-cooperation or failure to supply any information or documentation we request; or

Refund of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation or
- the start date of the period of insurance, whichever is later.

If this insurance is cancelled then, provided you have not made a claim and the scheduled track day has not taken place, you will be entitled to a refund of any premium paid, subject to a deduction for any time (or track day in a multiple track days insurance) for which you have been covered. This will be calculated on a proportional basis.

If you cancel this insurance outside the cooling off period, there will be an additional charge of £15 to cover the administrative cost of providing the insurance.

If we pay any claim, in whole or in part, or if you the track day for which this insurance was purchased has already taken place, then no refund of premium will be allowed.

Your Cancellation Rights. Cooling off period

You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund calculated on a proportional basis. The later will only apply where your insurance policy covers multiple track days.

You can cancel by calling 020 3427 5960 (Mon-Fri 9a.m. to 5.30p.m) or on our website or via e-mail on info@moris.co.uk or in writing to:

MORIS.co.uk C/O Indigo Underwriters Ltd, No 1 Royal Exchange, London EC3V 3DG

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the policy terms and conditions (Policy Cancellation above)



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CONDITIONS (cont)

Underinsurance / Average

This policy requires that the vehicle is insured for the correct market value. If you are under insured, in the event of a claim insurers will pay less and their settlement figure will be proportionate to the amount of under insurance.

Market Value

This policy is based upon market value and is NOT an "Agreed Value" policy. Where your Bike has been modified for track day use the loss adjuster will accept these modifications have a bearing on the market value based upon similarly modified vehicles.

Salvage

In the event a claim is settled as a total loss the insurers retain the rights to salvage.

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DEFINITIONS

STRUCTURAL COMPONENTS

Think of what is called a "naked bike". Every component is necessary – the mirrors, handlebars, levers, speedo & tach, footrests, exhaust and silencers, forks & suspension, steering yokes, frames & subframes, wheels and all associated components, discs & calipers, master cylinders, tank, tail-lamps etc. Otherwise they are:

PRETTY BITS (Bodywork & Fairings)

Top fairings, cowlings, seat cowls & fairings, side panels, infills, windshields and fairing screens, belly pans, air ducts, inspection panels, undertrays, huggers and any other components that could be described as such.

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CLAIMS

In the event of a claim, or in the event of an accident which could give rise to a claim you must do the following:

- a) ensure photographs are taken of the damaged Bike PRIOR to removal from circuit. Photographs should show all damage.
- b) Notify us online as soon as possible, ideally within 7 days. On-line at: <https://www.moris.co.uk/MORIS-Claims/Trackday-Bikes-Claims/Bike-Damage-Claims-Notification>

Estimates may be obtained but no repair work is to be undertaken without prior permission from insurers.

Claims Procedure (*In respect of vehicle Damage*)

Please notify us on-line, if possible and unless you have a good reason, within 48 hours of any accident which may give rise to a claim unless you have a good reason for not being able to do this. This should be done directly on the MORIS website by clicking on 'Claims Notification'. This must be submitted to formally notify us of your claim.

Accident Statement

Insurers require an independent statement from a circuit official confirming the location, date and time of the accident. This form can also be downloaded from our website (see "Notification" below). Insurers will repudiate your claim if you are unable to provide this.

Loss Adjuster

Your On Track Insurers may require that the processing of your claim is overseen by an independent third party and may engage the services of a loss adjuster. This is to ensure your claim is treated effectively and fairly if there are areas of discussion.

Correspondence relating to your claim should be sent directly to MORIS unless notified otherwise.

A report will be submitted from the loss adjuster to MORIS for onward transmission to insurers.

Claim payment will come directly from Indigo Underwriters Ltd unless advised otherwise.

Photographs

PHOTOGRAPHS must be taken at the circuit and **BEFORE** any repairs to the bike. Photographs should be taken from all four sides of the Bike regardless of damage. It is your responsibility to prove your loss. **This is a REQUIREMENT of your policy.** The Insurers have absolute right to refuse a claim if you fail to comply with the above stipulations. Photographs should be sent directly to MORIS either digitally on line or by post.

Repairs

You must get our / insurers' permission before any repair work is done, unless it is to make the vehicle roadworthy.

Disposal of Parts

Damaged parts should NOT be disposed of until you have permission to do so.

Fraud

Insurers may have the right to refuse a claim should it become evident that the claim be false or fraudulent as regards to amount or otherwise.



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OPTIONAL EXTENSION (Refer to Confirmation of Cover). There is one optional extensions:

(1) Bike Recovery

1. BIKE RECOVERY (In association with The Mansfield Group – www.themansfieldgroup.com).

If your Confirmation of Cover states this option is "Included" you are eligible for this service. Should you need to take advantage of this call The Mansfield Group directly on 0844 372 9999 and quote account MORIS.co.uk (account code MORIS).

The Mansfield Group will contact us to verify the validity of your insurance but recovery matters are to be handled directly with them.

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Your Insurers

Your policy for **Track Day Accidental Damage** to your vehicle is provided through MORIS.co.uk a trading name of Indigo Underwriters Ltd (Indigo). Indigo Underwriters Ltd, a company registered in England and Wales under the company registration number 7085778 at registered office No 1 Royal Exchange, London EC3V 3DG

Indigo is an underwriting agency and Lloyd's coverholder regulated by the United Kingdom Financial Conduct Authority (FCA) under firm reference 514818. Your certificate of insurance is underwritten by certain underwriters at Lloyd's as detailed below under UMR (Unique Market Reference) B0775RCB00817 entered into between underwriters and Indigo.

Lloyd's Syndicate 1861 which is managed by AmTrust Syndicates Limited. AmTrust Syndicate Limited is registered in England and Wales under company registration number 04434499 and is authorised and regulated by the Financial Conduct Authority Prudential Regulation Authority (reference number: 226696). AmTrust Syndicate Limited registered office is 47 Mark Lane, London EC3R 7QQ

Choice of Law & Jurisdiction

This contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales

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Complaints

We try our very best to promote straight forward uncomplicated insurance services, however we recognise that occasionally there may be feedback which expresses displeasure. This feedback is important to us and in the first instance we would request that you please contact us on 020 3427 5960 or complaints@moris.co.uk

If you are not satisfied with our response, you may refer your complaint to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone 0800 023 4567 or 0300 123 9123 from a mobile.

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you wish to make a complaint, you can do so at any time by referring the matter to either MORIS.co.uk C/O Indigo Underwriters Ltd, or the Complaints team at Lloyd's.

The address of MORIS.co.uk C/O Indigo Underwriters Ltd is:
No 1 Royal Exchange
London
EC3V 3DG

The address of the Complaints team at Lloyd's is:
Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

If you have purchased your policy online you can also make a complaint via the EU's online dispute service: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>

Should we be unable to resolve your complaint by the end of the following working day, we will send you notification of this and your complaint will be investigated by a senior member of staff, independent of the original cause of the complaint and will be overseen by the compliance officer. We will keep you informed of the progress of your complaint and aim to inform you at the latest eight weeks after you have made your complaint of the outcome of your complaint. Should you be unhappy with our decision, you may refer your complaint to the Financial Ombudsman Service. This is an independent body set up by law to mediate and adjudicate on complaints. There is no cost to you to use this service. You may contact them:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.
Telephone 0800 023 4567 or 0300 123 9123 from a mobile