



Motorsport Insurance? *We've got it covered*

Car Track Day Insurance Confirmation of Cover

REF: QTD2014110027MK

Thankyou for using MORIS. Below is a summary of the details you have supplied to us and 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 policy wording. This is also available to view on our web site.

Period of cover: See Trackday "Details" below.

Policy Holder:	Occupation:
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Address:	
Insured Drivers:	

Insured Car:	Type of Car	Make and Model	Registration
	Market Value	Excess	
	Legal Owner of Vehicle if not Policy Holder		

Trackday Details:	Organiser	Circuit	Date of Event

Optional Policy Extensions:	Excess Buy Back	Vehicle Recovery	Personal Injury

Personal Injury Sum Insured
£0

PREMIUM SUMMARY	Vehicle Damage	Excess Buy Back	Vehicle Recovery	Personal Injury
	£	£	£	£
	Tax	Admin Fee	TOTAL (excl. any credit card surcharge)	
	£	£	£	

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



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TYPE OF INSURANCE AND COVER:

This is an accidental damage policy designed to cover your car in the event you have an accident on the circuit or another participant causes damage to your car during the course of your Trackday. See over for "Trackday Definition".

Trackday 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)

DEMANDS AND NEEDS

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

Our Security and Privacy Policy:

We recognise our responsibility to treat the information we obtain about you with care and we are committed to protecting and respecting your privacy. The details of our Security and Privacy Policy include the following:

- The two types of category of information we collect about you.
- How we track your use of our website
- Fraud Prevention and Detection
- Information on Products and Services
- Your acceptance of our Security and Privacy Policy

The link can be found on the bottom of the homepage on www.moris.co.uk as "Privacy Policy" or <http://www.moris.co.uk/Motorsport-insurance-Information/Privacy-and-Security-Policy>



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This, together with your Application for Car Trackday Insurance Confirmation of Cover and any formal amendments, sets out the terms of your policy. You should check all details of your insurance 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. QTD201101001) from the MORIS website.

TRACKDAY DEFINITION:

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

Please Note: Trackday insurance is a limited cover and does not follow all of the conditions of standard motor insurance.

OUR FEES:

1. Claims Administration Fee:

In the event of a claim we charge a fee of £125 per claim. This covers the cost of our disbursements to insurers and loss adjusters. This is only charged upon successful conclusion of your claim and is normally deducted from the claim settlement amount. There is no insurance premium tax to be added to these fees and you are not liable for fees pertaining to loss adjusting services.

2. 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 £16.95

3. Change of Circuit Fee:

Some circuits are more hazardous than others and if you change circuit after you have bought a policy they 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

4. 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.

5. Cancellation Fee:

In the event your policy has to be cancelled because you are unable to attend the planned trackday or the trackday 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>

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 vehicle from all four sides BEFORE taking to the track. This can help in the event of a claim.



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What your Trackday Policy covers:

- Accident damage (i.e. impact) to the car 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 car or, if insurers decide, pay you or the legal owner (should the car be subject to hire purchase or lease) an amount in full settlement.
- Any amount paid cannot be more than the car's market value at the time of the accident and all claims are subject to an excess/deductible as shown on the Trackday Insurance details.
- Labour costs up to £80 per hour including VAT

What your Trackday Policy does NOT cover:

- Bikes.
- Internal damage to the engine / gearbox or transmission caused by mechanical derangement.
- Damage to items caused by mechanical, electrical or computer breakdown, however caused.
- Liability to other participants, to any third parties or to passengers or any property damage.
- Competitive driving, (in other words, whilst racing or on timed runs or trials).
- Consumable items such as tyres, oils, linings etc.
- Cosmetic damage such as paint chips or wheel scuff that are not a consequence of a direct and obvious impact.
- Extra costs involved in repairing specialised paintwork and logos unless specifically agreed.
- 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).
- Labour costs exceeding £80 per hour (including VAT).
- Damage to the interior of the car caused as a direct result of airbag deployment.
- Loss or damage to the car whilst being driven by any person other than those specified within the Confirmation of Cover document.

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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Other Exclusions.

We will not pay claims arising from:

1. any fraudulent, dishonest or criminal act.
2. damage due to wear and tear or gradual deterioration. This includes minor cosmetic damage.
3. All other personal property (excluding Personal Protective Equipment – PPE – otherwise insured under this policy) which is not a fixture or fitting of the vehicle or used for race/ test day events.
4. loss or damage which is insured by any other existing insurance including and not limited to motor or household insurances.
5. loss of use, delay or consequential loss of any description including confiscation or abandonment.
6. loss of computer logging systems.
7. loss of or damage to the car whilst being worked upon.
8. loss from any form of mechanical or electrical breakdown or damage, ingress of water, rust, oxidation or latent defect or inherent vice.
9. loss or damage to overalls, race suit, leathers, helmet, boots or gloves.
10. Personal Injury. (Note cover can be purchased separately, or as an extension to insurance you have arranged).
11. Injury or damage caused by or resulting from the driving of or use of the car on a road or public highway within the meaning of the Road Traffic Act.
12. Diminution of the market value following repair.



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The Duty of Disclosure

This policy is issued subject to the Consumer Insurance (Disclosure and Representations) Act 2012. This means that you must disclose to the insurer anything which would affect their decision to issue a policy. Should you knowingly mislead or fail to disclose any information which would be relevant to the insurer and you know or believe that the insurer would consider it relevant, this may be treated as a deliberate or reckless misrepresentation and the insurer may refuse any claim and need not refund any premiums which you have paid. If you do not disclose anything that the insurer would consider relevant by mistake or misunderstanding, this may be considered a careless misrepresentation and the insurer may refuse to accept any claim or reduce the amount paid in a claim. If you become aware of the need to inform us of any information which may be relevant, you must contact us in order that we can review your insurance and decide if it can continue or would additional terms or premiums need to be applied

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. Sorry, but 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 original admin. Fee) and will be less a £15 cancellation fee. Should there have been a claim there will be no return of premium.

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.

Salvage:

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



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CLAIMS (Vehicle Damage)

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:

- take photographs are taken of the damaged car PRIOR to removal from circuit. Photographs should show all damage.
- Notify us online within 48 hours of the accident.

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

Claims Procedure (*In respect of vehicle Damage*)

We MUST be notified online 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. Insurers may repudiate your claim if this initial notification is late.

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 London Special Risks Ltd unless advised otherwise.

Photographs:

PHOTOGRAPHS must be taken at the circuit and **BEFORE** any repairs to the car. Photographs should be taken from all four sides of the car 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 have absolute 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 EXTENSIONS (Refer to Confirmation of Cover). There are three optional extensions:

- (1) Insurance of your excess (ONLY available as an option on single day policies where vehicle values are under £30,000).
- (2) Vehicle Recovery
- (3) Personal Injury

1. INSURANCE OF YOUR EXCESS:

Recommendation - Take photographs of the insured vehicle BEFORE taking to the track.

This is provided on an insurance "Franchise" basis. This works in a similar way to an excess but there is a significant difference. The excess stated is the minimum amount of damage which must be attained before insurers become liable. Only when damage exceeds the amount of your policy excess are the insurers liable to pay this amount in full. Where damage remains below the stated excess there is no claim.

Example: If your excess is £2,000 this is the franchise limit. The damage to the vehicle must be over £2,000 before insurers are liable for the full amount of £2,000. If the damage is under £2,000 you will receive nothing.

2. VEHICLE RECOVERY (In association with The Mansfield Group – www.themansfieldgroup.com) .

If your Confirmation of Cover states "Included" you are eligible for this service and should you need to take advantage of this call The Mansfield Group on 0870 6003444 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.

Territorial Limits: This service is only available for trackdays held at circuits in England, Scotland and Wales.

Details - Should you be unable to drive the car home due to an accident on track in England, Scotland or Wales or due to mechanical breakdown* on the track, MORIS will pay for the call out charge of the rescue vehicle plus will cover the first 70 miles of the journey to your drop off point. You will be liable for any additional mileage over 70 miles at a rate of £1.90 per mile from the pick up point (i.e. the circuit).

*NB: The Mechanical breakdown element of this cover is only applicable if your vehicle is 8 years old or less. If your vehicle is more than 8 years old, the policy is restricted to cover only in the event the car suffers impact damage and cannot be driven home.

3. PERSONAL INJURY:

(Cover is limited to Death / Permanent Disability and excludes any temporary or loss of income benefits. Medical Expenses are also excluded).

DEFINITIONS (Personal Injury)

1.'BODILY INJURY' means identifiable physical injury which (a) is caused by an Accident, and (b) solely and independently of any other cause, (except medical or surgical treatment rendered necessary by such injury, occasions the death or disablement within twelve months from the date of the Accident.

2.'ACCIDENT' means a sudden, unexpected, unusual, specific event which occurs during the operative time and within the Period of Insurance. Where travel to and from an event is also covered, Accident shall include (a) exposure resulting from a mishap to a conveyance in which the you are travelling (b) if you disappear during the currency of this Insurance and your body is not found within twelve months after your disappearance, and the Insurers are satisfied that you sustained Bodily Injury and that such injury resulted in death, the Insurers shall pay any death benefit, where applicable under this Insurance provided, that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurers if you are subsequently found to be living.

3.'TOTAL DISABILITY' means disablement which entirely prevents you from attending to any business or occupation for which you are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.



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OPTIONAL EXTENSIONS (Continued)

3. PERSONAL INJURY:

Exclusions (Personal Injury)

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

(1) loss of weekly income (2) partial disability (3) illness (4) medical expenses and repatriation (5) any accident which falls outside of the Operative Time specified (6) war, whether war be declared or not, hostilities or any act of war or civil war (7) radioactive contamination (8) you engaging in or taking part in armed forces service or operations (9) you engaging in flying of any kind other than as a passenger (10) any suicide or attempted suicide or intentional self-injury or you being in a state of insanity (11) deliberate exposure to exceptional danger (except in an attempt to save human life) (12) your own criminal act (13) 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 to you by a qualified medical practitioner but excluding any drugs prescribed for the treatment of drug addiction (14) Terrorism (including, without limitation, contemporaneous or ensuing Bodily Injury and/or Illness and/or Medical Expenses caused by fire and / or looting and / or theft.) Terrorism means any act or acts of force and / or violence for political, religious or other ends; and / or directed towards the over-throwing or influencing of the Government de jure or de facto; and / or for the purpose of putting the public or any part of the public in fear (15) Any person or persons acting alone or on behalf of or in connection with any organisation. ANY CLAIM and in any action, suit or other proceedings to enforce a claim under this Insurance the BURDEN OF PROVING that such claims does not fall within the Terrorism Exclusion set out above shall be upon you; any person or persons acting alone or on behalf of or in connection with any organisation; (16) ANY CLAIM and in any action, suit or other proceedings to enforce a claim under this Insurance the BURDEN OF PROVING that such claims does not fall within the Terrorism Exclusion set out above shall be upon you (17) any amount recoverable under any state or Employers medical scheme.

Conditions (Personal Injury)

1. Unless otherwise declared and agreed by the insurers no benefit will be payable for any condition for which you have sought advice, diagnosis, treatment or counseling 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.

Claims (Personal Injury)

Notice must be given to the Insurers as soon as reasonably practicable of any Accident which causes or may cause a claim within the meaning of this Insurance, and you must as early as possible seek the attention of a duly qualified medical practitioner.

Notice must be given to Insurers as soon as reasonably practicable in the event of resulting or alleged to result from an Accident.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Insurers and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to examine you.

You will be responsible for providing all particulars and evidence documentary and otherwise at your expense and do all such things as the Insurers may reasonably require.

All documentation, information and evidence to support a claim shall be provided at your expense and shall be in a form as required by insurers. You shall as often as required submit to medical examination at the expense of the insurers.

In the event of your death the insurers shall be entitled to have a post mortem examination at their expense.



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YOUR INSURERS:

Your policy for **Trackday Accidental Damage** to your vehicle or Vehicle Recovery, this is provided through London Special Risks Ltd and placed with certain underwriters at Lloyd's under Agreement /UMR (Unique Market Reference) B0544SM000002m

In respect of Personal Injury Insurance this 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 or by contacting the FCA on telephone no. 0800 111 6768.

SAMPLE



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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 write to:

Compliance Officer
London Special Risks Ltd (LSR)
Minster House
42 Mincing Lane
London
EC3R 7AE.

TEL: 020 7459 9200
Email: complaints@moris.co.uk

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
South Quay Plaza
183 Marsh Wall
London E14 9SR Tel: 0800 023 4567 or 0300 123 9 123 for calls on mobile numbers



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Trackday – Accident Report Form

To be completed and signed by an official/organiser of the Trackday.

Note: The intention of this form is to create an independent statement confirming the date and time of the accident to assist in the process of a Trackday insurance claim.

Details of Accident

Date: _____ Approx Time: _____

Circuit: _____

Corner: _____

The Trackday

Name of Organising Club: _____

Event: _____

The Car / Driver

Vehicle: _____

Registration: _____

Driver's Name: _____

Official Details

Name of Official: _____

Position: _____

Signature: _____

Date: _____

Once completed please return this form to:

**MORIS C/O London Special Risks, Minster
House, 42 Mincing Lane, London, EC3R 7AE.**

This will form part of the necessary paperwork to process your claim. If in doubt as to the correct procedure please refer to our **Trackday Claims Procedure**, which can be located on the website.