



Your Policy Document

UPDATED 24 Jan '24

Trackday Insurance CARS

It is **VERY IMPORTANT** to understand this is NOT motor insurance. This means:

- 1. The exclusions & limitations are different on a trackday policy compared to a motor policy. (Read P. 12 and 17).
- 2. Priority is given to repairing cars wherever possible (subject to warranties not being invalidated).

BEFORE you take to the track:

It is a CONDITION that you read and understand your policy. This is YOUR responsibility.

Our policy is easy to read. You are entitled to a FULL refund if you decide this is not right for you.



Welcome



Thank you,

We appreciate you have a choice as to your insurance provider so we are delighted you have placed your faith in us to look after you.

Motorsport Race&Rally Insurance Services (MORIS) is a trading name of Indigo Underwriters Ltd - a specialist underwriting agency and Lloyd's coverholder.

MORIS has a strong motorsport pedigree and was originally the creation of a team who had a prevalent understanding of the world of insurance for motorsport and trackdays.

MORIS remains the world's first on-line insurance provider for the motorsport and trackday community. We have been delivering insurance faster than anyone else since 2004.

MORIS has received insurance award nominations of E-Business and Innovation.

OUR aim is to make it easy for you to enjoy your passion by offering great value, high quality products and a personal service when you need us. We believe in treating you as a friend so you are assured of the fairest of treatments and care. Our business and grown predominantly by word of mouth and recommendation so any dissatisfaction we take to heart and seek to improve our service to you. We take feedback as a positive.

We provide an increasing range of products for the two and four-wheel sport competitive and trackday aficionados so please do consider us first for any other track or motorsport competition needs.

Want to earn £10 for you and a friend? A simple way for you AND a friend to earn a £10 rebate on your next individual purchase over £100. All you need to do is tell us who your friend is. This will trigger an automatic Promotional Code which will be emailed to both you and your friend. You will need this code to re-claim your £10. https://trackday.moris.co.uk/TELL-A-FRIEND/Details-and-FAQ's

Wishing you safety and fun ahead.

Justin Everitt



Email: helpme@moris.co.uk

Web: www.moris.co.uk

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Claims Checklist



COVER WILL CEASE IN THE EVENT OF A CLAIM

No refunds for any unused trackdays are provided in the event of a claim

In the event of ACCIDENT damage to the insured car:



IMMEDIATELY obtain a signed accident statement (see back of this policy document or download from our website) from a circuit official.



TAKE PHOTOS of the damaged car showing all four sides of the vehicle.



NOTIFY US WITHIN 48 HOURS online at https://trackday.moris.co.uk/MORIS-Claims/Track-Day-Claim-Notification



AA

For RECOVERY from circuits in England, Scotland or Wales only:

EITHER You can make your own arrangements and bear your own costs but (subject to original receipts) we will reimburse you for 90% of these costs up to a maximum of £750.

OR You can use the recovery service provided by THE MANSFIELD GROUP (www.themansfieldgroup.com). THERE IS NO COST TO YOU.

You will need to have your Insurance Policy to hand as evidence you have this option and should call The Mansfield Group on 020 8867 6200, quoting 'MORIS/Indigo Underwriters'.

Note: This is an outsourced service and your car can be recovered from the circuit in the event of an accident or breakdown. MORIS have NO direct control over the service standards of The Mansfield Group, although should you experience any dissatisfaction then we will always take this up with them.

Please bear in mind tracks / circuits can sometimes be in remote locations or a considerable distance from your home. Standards may vary in terms of the level of service Mansfield are able to provide.



Outside of above territories but within Europe:

This is down to **you** to organise with appropriate local providers. **You** are responsible for any and all costs but (subject to original receipts) we will reimburse **you** for 90% of the recovery costs up to a maximum of £1,500.

Note: This service does NOT cover any costs charged by a **circuit** to recover **your** vehicle from the trackside and returned to the paddock. This is a get **you** home service from the **circuit** paddock / pits area.

Type of Insurance Cover



This is a **Trackday** Accidental Damage **policy** designed to cover damage to **your car** in the event **you** have an accident on the **circuit** during the course of **your trackday**. You are covered if:

- **You** lose control and crash into the barrier, armco or surrounding scenery. **You** lose control and crash into the barrier, armco or surrounding scenery.
- ✓ Another participant crashes into you causing damage to your car.
- **You** damage your **car** by crashing into another participant.
- You suffer accident damage (as described above) should you suffer sudden mechanical failure.

Trackday Definition

A **trackday** is a strictly non-competitive** day at a race **circuit** (or similar) where road registered or purpose-built track **cars** can be driven by individuals who hold a full driving licence on a race **circuit** (or similar) without speed restriction. Drivers must adhere to all safety briefings provided at the beginning of each **trackday** by the respective organiser.

** "Non-competitive" means there is no cover for competition driving, pacemaking or timing. "Timing" is also deemed to include any dashboard-mounted device providing a real time display that can be viewed while driving.

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

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

Basis of Cover



This insurance is being provided on the basis you have confirmed when purchasing this insurance that the following statements are correct:

In respect of car details, you have advised/confirmed:

- that **you** are the legal owner of the **car** or have stated the formal owner and **your** relationship with owner.
- you have a valid licence to drive on the public highway.

Policy Summary



This is a **Trackday** 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.

Policy Summary

This is for guidance only. Full terms and conditions are contained in the **policy** wording which **you** should read.

This insurance is provided through MORIS.co.uk a trading name of Indigo Underwriters Ltd (Indigo). 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 the UMR (Unique Market Reference) shown on your policy schedule entered into between underwriters and Indigo.

Indigo Underwriters Ltd, a company registered in England and Wales under the company registration number 7085778 at registered office 32 Threadneedle Street London EC2R 8AY.

Type of insurance

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**.

Benefits

- Cover for accidental damage to your car during non-competitive trackday events.
- The costs for repairing your car or the market value of the car if the insurers decide it is a total loss.

Exclusions, this insurance does <u>NOT</u> cover the following

- Timing of any sort, or competitive driving.
- Use on the road or public place as per the Road Traffic Act 1988.
- Injury to other persons, passengers or damage to other people's property.
- Any excess on the policy.
- Internal damage caused by mechanical failure to the engine, gearbox or transmission, unless damage is a consequence of a direct and obvious impact covered under this insurance.
- Cosmetic damage such as paint chips or wheel scuff that are not a consequence of a direct and obvious impact.
- Fire unless caused by impact on trackday events.
- Transportation or recovery costs unless this option has been purchased.
- Use by persons not named on the policy.
- For labour costs in excess of £100 per hour including VAT.

This is not a complete listing, please consult **your policy** wording for full list of exclusions (page 17).

Duration of the policy

This insurance is provided on a daily basis or for a specified number of days as per **your** Confirmation of Cover.

If you have a multi-day policy, your last trackday must be within 364 days of the date of purchase.

COVER WILL CEASE IN THE EVENT OF A CLAIM.

No refunds for any unused trackdays are provided in the event of a claim.

Policy Summary (Contd.)



Cancellation

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 according to our cancellation scale (page 15). The later will only apply where your insurance policy covers multiple trackdays.

We exclude **our** original Admin Fee of £30 and where the premium is over £100 **we** deduct a £20 Cancellation Fee.

You can cancel by calling 020 3427 5960 (Mon-Fri 9am to 5.30pm) or on our website or via email on info@moris.co.uk or in writing to;

MORIS.co.uk C/O Indigo Underwriters Ltd 32 Threadneedle Street, London EC2R 8AY

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.

Claims

We will need a formal online notification at:

https://trackday.moris.co.uk/MORIS-Claims/Track-Day-Claim-Notification

In the event of any difficulties, please contact **us** as soon as possible, ideally within 7 days, on 020 3427 5960 (Mon-Fri 9am to 5.30pm) or via email on claims@moris.co.uk or in writing to:

MORIS.co.uk C/O Indigo Underwriters Ltd 32 Threadneedle Street, London EC2R 8AY

Complaints

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:

32 Threadneedle Street, London EC2R 8AY

Email: complaints@moris.co.uk

The address of the Complaints team at Lloyd's is:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225

Email: 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.

Policy Summary (Contd.)



Complaints (contd.)

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

Tel: 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 Resolution (ODR).

In the event of insurers insolvency

You may be able to claim compensation from the Financial Services Compensation Scheme; Further information is available from them at;

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 or 0300 123 9123 from a mobile.



Definitions



Car

The insured **car** including any **modifications** that can be proved by **you** at the time of the loss (photos and/ or receipts). The value of **your modifications** must be included in the value of **your car** declared to **us**.

Purpose Built, Converted Production or Kit Cars for Use On Track

Some cars such as Radicals, Ginettas and Aerial Atoms, for example, are ones that are first and foremost built specifically for use on track even though they may still be or have been considered for road use.

Cars converted from a Production base which have been fitted with aftermarket suspension, brakes and other race related components as well as Kit Cars with Track Use and ultimate performance in mind may still be road registered or considered for use on the public highway but no longer conform to the original manufacturers specifications.

In all cases the degree of preparation in respect of 'set up', tuning and balance, for example, will be significant to the performance On Track and it is recognised that pre event preparation is a key factor in performance.

As a result such cars, in each category, require a higher level of maintenance than a regular road car. This means that in the event of a claim, the loss adjuster will factor into account the condition and general maintenance levels of such cars more than a regular road registered car.

Circuit The track of the circuit described on the Trackday Insurance Details Document under

section 'Track Date'. Cover only applies whilst your car is on the track and does not extend to any loss or damage occurring in the pit garage, paddock or other similar

areas of the circuit or outside of the circuit.

Endorsement(s) A change to the terms of **your policy**. An endorsement replaces the standard insurance

wording and is shown in **your** Confirmation of Cover / Schedule of Insurance.

Excess The amount of any claim **you** will have to pay.

MORIS, Our, Us, We MORIS is the trading name of Indigo Underwriters Limited. Indigo is an undewrwriting

agency regulated by the United Kingdom Financial Conduct Authority (FCA) under firm reference 514818. Indigo Underwriters are a Lloyd's Coverholder with active

binding authorities to various Lloyd's Syndicates.

Market Value The cost of replacing your car with one of the same make, model, specification, age,

mileage and general condition as your car immediately before the loss or damaged

happened.

Modification(s) Modifications are any changes made to your car since it left the production line that

increase its value or theft appeal. These include any changes made by a car dealership,

you or any previous owner.

Policy This document, detailing the terms and conditions of **your** contract of insurance.

Salvage The insurer's right to ownership of the damaged parts or complete car once a claim

has been paid.

Sum InsuredThe maximum amount / limit the insurer will pay in the event of a claim (before excess

deduction). This may be less than the stated Market Value on some policies and will

NOT cover repair costs that exceed the **sum insured**.

The Insurer The insurance company or Lloyd's syndicate, which is shown on your Trackday

Insurance Details Document, that is providing insurance cover to you.

TimingThis includes dashboard mounted devices that display a live time visible to the driver.

Trackday A trackday is a strictly non-competitive (no timing, pace-making or racing) day

at a race **circuit** where road registered **cars** as well as track **cars** can be driven by individuals holding a full driving licence or Motorsport UK Competitor Licence on a race **circuit** without speed restriction. **You** must adhere to all safety briefings provided

at the beginning of each trackday.

You, Your The person described in the Confirmation of Cover & Schedule of Insurance / Trackday

Insurance Details document, that is providing insurance cover to you.

Your Obligations



Your Responsibilities

- 1. To read and make sure you understand your policy BEFORE taking to the track.
- 2. Under the Consumer Insurance (Disclosure and Representations) Act 2012, if you do not provide complete and accurate answers to questions asked by us, we or the insurer may cancel your policy or the insurer may void your policy and the insurer may impose an additional premium along with additional policy terms. This may result in the insurer rejecting or only paying in part claims you make. This responsibility extends to you being mindful of any increases to the total market value of your car.

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.

Demands & Needs



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



Our Fees



Date Change FeeThis is FREE and **you** can do this in **your** MORIS account.

If you have a Multi-Day policy and have not yet notified us of your dates, we

do NOT charge for updating your trackday log.

Change of Circuit FeeWe do NOT charge any fees, however some circuits are more hazardous than

others and if **you** change **circuits** after **you** have bought a **policy** there may be an additional premium to pay. This typically is when changing to the most hazardous circuits. This **you** can do online at moris.co.uk/mydates.asp.

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 £30 for each **endorsement**

to cover our administrative costs.

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 £20 Cancellation Fee charge (unless premium is under £100). For Multi-Day policies refunds are calculated as per the Cancellation Scale on Page 15.

Want to understand more about our fees?

https://trackday.moris.co.uk/Information/Our-Fees

Information You have given to 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 us, your broker, as soon as practicable.

Conditions



WHAT YOUR TRACKDAY POLICY COVERS:

- Accident damage (i.e. impact) to the car only whilst engaged in the specified trackday activity.
- Fire damage but only if directly following an accident (i.e. impact).
- The costs of repairing the car or, if insurers decide, 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 £100 per hour including VAT (unless we have specifically agreed to increase this).

Under Insurance / Average

This **policy** requires that **you** have declared the correct full **market value**, regardless of the **Sum 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 car has been modified for trackday use the loss adjuster will accept these modifications have a bearing on the market value based upon similarly modified cars.

It is your responsibility to be mindful of any increase to the market value. Insurers cannot be liable for any such increases that have not been specifically agreed.

Salvage

In the event a claim is settled as a total loss the **insurers** will retain their rights to **salvage**. Where the **sum insured** is limited or restricted to a value less than the **market value** insurers retain the rights to dispose of **salvage**. You will be offered the opportunity to buy back any **salvage**. Any proceeds of **salvage** will be shared on a proportional basis but insurers will deduct 10% of the agreed realised price plus necessary expenses incurred from your proportion.



Optional Extensions



(Refer to Confirmation of Cover)

There are three optional extensions:

1. Insurance of your excess

(ONLY available as an option on policies with car values up to £60,000).

Recommendation: Take photographs of the insured car 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 **car** 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 (Get you home)

This extension is operative in the event you are unable to drive the insured car home due to (1) Accident OR, (2) Mechanical breakdown.

Within England, Scotland and Wales:

EITHER you can make your own arrangements and bear your own costs but (subject to original receipts) we will reimburse you for 90% of these costs up to a maximum of £750.

OR alternatively, we work in association with The Mansfield Group (www.themansfieldgroup.com) who can provide the recovery service if you wish. Just call Mansfield directly on 020 8867 6200 and quote account MORIS.co.uk (account code MORIS/INDIGO UNDERWRITERS LTD). The Mansfield Group will contact us to verify the validity of your insurance, but recovery matters are to be handled directly with them. www.themansfieldgroup.com)

Outside of above territories but within Europe:

This is down to **you** to organise with appropriate local providers. **You** are responsible for any and all costs but (subject to original receipts) we will reimburse **you** for 90% of the recovery costs up to a maximum of £1,500.

Note: This service does NOT cover any costs charged by a **circuit** to recover **your** vehicle from the trackside and returned to the paddock. This is a get **you** home service from the **circuit** paddock / pits area.

Note: This is a get you home service from the circuit paddock / pits area. This service does NOT cover any costs charged by a circuit / organiser to recover your vehicle from the trackside and returned to the paddock - See 3 below.

3. Armco / Barrier Cover & Circuit Truck Attendance

Where a **circuit** seeks reimbursement for the repair of damage to the **circuit** (including catch fencing, safety barriers and safety vehicles or the cost of **circuit** recovery to the pits / paddock), subject to original receipts, we will reimburse **you** for 90% of these costs up to a maximum of £3,000.

Multi-Day Policies



COVER WILL CEASE IN THE EVENT OF A CLAIM

No refunds for any unused trackdays are provided in the event of a claim

Dates and Circuits

It is **your** responsibility to ensure **we** are aware in advance of **your** track dates and the **circuit(s) you** will be driving on. If **you** have a policy pre-fixed "TDO" **you** will need to update **your** account online using "Log Dates & Circuits".

You will receive a system generated email confirming **we** are aware of any updates/changes. Do NOT assume **you** are covered if **you** do not receive confirmation emails from **us**. **We** cannot pay claims where there is no formal acknowledgement from **us**.

We do NOT charge any fees for when you log online.

Date Change Fee

If **you** update online yourself this is FREE. If **we** are to do this for **you** the Fee is £30.

Change of Circuit Fee

When you update online yourself this is FREE.

Please note that depending on the **circuit** chosen as a replacement an additional premium may apply.

Policy Duration

Your policy will automatically cease / lapse (1) in the event of a claim (2) after your final track date or (2) 364 days after PURCHASE - whichever comes first.

Unused Trackdays

In the event **you** do not use all of **your** dates **we** will treat **your** policy as if being cancelled and (subject to there being no claims) **we** will rebate a proportion of **your** premium calculated as per the Cancellation Scale on page 15.



Cancellation & Refunds



COVER WILL CEASE IN THE EVENT OF A CLAIM

No refunds for any unused trackdays are provided in the event of a claim

Cancellation options

If your trackday is cancelled by you or the organiser you are entitled to a refund of the premium. If you have a single day policy there is a deduction of a £20 Cancellation Fee and we retain our original Admin Fee OR we can carry the policy over to a new date providing this is within 60 days of the original date. There is an additional Admin Fee of £30 for issuing a formal endorsement amending the policy.

You can cancel this insurance at any time by calling 020 3427 5960 (Mon-Fri 9am to 5.30pm) or on **our** website or via email on info@moris.co.uk or in writing to:

MORIS.co.uk C/O Indigo Underwriters Ltd 32 Threadneedle Street London EC2R 8AY

We can cancel this insurance by giving you 7 day's notice (where possible) in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of premium.
- A fundamental change to the risk, such as change in value, or make of car or the circuit, which means that **we** can no longer provide **you** with insurance cover.
- Non-cooperation or failure to supply any information or documentation we request.

Refund of Premium

If this insurance is cancelled then, provided **you** have not made a claim and the scheduled **trackday** has not taken place, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time (or **trackday** in a multiple **trackday** insurance) for which **you** have been covered. This will be calculated as per the cancellation scale below.

Refunds are NOT possible for any specified days where you have taken to the track (irrespective of distance covered).

		Number of Days Booked									
		1	2	3	4	5	6	7	8	9	10
Number of Days Used	0	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	1	0%	40%	57%	65%	70%	73%	75%	75%	75%	75%
	2		0%	23%	40%	50%	57%	61%	65%	68%	70%
	3			0%	15%	30%	40%	47%	53%	57%	60%
	4				0%	10%	23%	33%	40%	46%	50%
	5					0%	7%	19%	28%	34%	40%
	6						0%	5%	15%	23%	30%
	7							0%	5%	12%	20%
	8								0%	5%	10%
	9									0%	5%
	10										0%

Example: If a policy for 8 days is cancelled and 5 days have been used, 28% of your premium will be refunded (subject to no claims).

Note: A £20 cancellation fee is deducted from the above calculation. Our original admin fee is not included.

Cancellation & Refunds (Contd.)



Your Cancellation Rights.

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 as per our cancellation scale.

You can cancel by calling 020 3427 5960 (Mon-Fri 9am to 5.30pm) or on **our** website or via email on **info@moris.co.uk** or in writing to;

MORIS.co.uk C/O Indigo Underwriters Ltd 32 Threadneedle Street London EC2R 8AY

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.



Exclusions



COVER WILL CEASE IN THE EVENT OF A CLAIM

No refunds for any unused trackdays are provided in the event of a claim

YOUR TRACKDAY INSURANCE DOES NOT COVER:

- 1. Bikes.
- 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 caused directly to, or by mechanical, electrical or computer breakdown, however caused.
- 4. Fire damage that is not the direct result of an accident.
- 5. Liability to other participants, to any third parties or to passengers or any property damage.
- 6. 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.
- 7. Any incident caused by or due to the effects of or under the influence of alcohol and/or drugs.
- 8. Accident damage caused due to any form of competitive driving. This includes any form of timing.
- 9. Consumable items such as tyres, oils, linings etc.
- 10. Minor cosmetic damage such as paint chips or wheel scuff that are not a consequence of an accident on the **circuit** or with another participant.
- 11. Shipping / Transportation costs.
- 12. "Birdstrike" or damage directly caused to **your car** as a consequence of animals straying into **your** path on track.

The following exclusions can be modified if requested (additional premiums may apply)	Online	Endorsements
13. Paintwork: Costs involved for specialised paintwork and logos		✓
14. Recovery costs.	√	
15. Labour costs exceeding £100 per hour (including VAT).		✓
16. Damage caused as a direct result of airbag deployment.		√
17. Personal Injury. (This is a separate policy)	\checkmark	

- 18. Loss or damage to the car whilst being driven by any person other than those specifically agreed by us.
- 19. Any fraudulent, dishonest or criminal act.
- 20. Damage to items/components due to wear and tear and gradual deterioration.
- 21. Loss or damage which is insured by any other existing insurance including and not limited to motor or household insurances.
- 22. Loss of use, delay or consequential loss of any description including confiscation or abandonment.
- 23. Loss of computer logging systems.
- 24. Loss of or damage to the car, as a consequence of a negligent act, whilst being worked upon.
- 25. Loss from any form of mechanical or electrical breakdown or damage, ingress of water, rust, oxidization, latent defect or inherent vice.
- 26. Loss or damage to overalls, race suit, helmet, boots or gloves.
- 27. Diminution of the market value following repair.

Additional Drivers



Think carefully about who you choose to drive your car:

One common denominator we have learnt over the years is the really BIG accidents are caused when the "Additional Driver" is behind the wheel. We are not saying all Additional Drivers are bad – but what we are saying is most of the VERY BIG claims are caused by the "additional driver". Frankly it has amazed us that people have been able to walk away from some of the accidents we have seen. Think about it!

Cover for Additional Drivers

There is NO cover for Additional Drivers unless we have specifically agreed

to this.

Dangerous Circuits

We may not agree to cover Additional Drivers at Nurburgring, Goodwood, Castle Combe or Spa Francorchamps. Alternatively there may be special

terms imposed.

Why are some Additional Drivers accident prone?

Driving on a circuit CANNOT be compared with driving on the road. Circuits tend to be fast open places where speed – especially to the uninitiated - is not fully appreciated - until it is all going horribly wrong!

If a driver is not familiar with your car the above is exacerbated.

Combine the above points with drivers who feel they somehow want to "better" you in an attempt to demonstrate "how it's really done" then this is an accident waiting to happen....

Justin Everitt says: "Just focus on enjoyment not embarrassment. About learning not blundering. We suspect some father & son / "friend" relationships must have been seriously tested over the years"

Unsure if you should let someone else drive? We don't want to put you off, but it really is a different environment so don't be afraid of asking for some professional instruction first.



Claims



Accident Statement

Insurers require an independent statement from a **circuit** official confirming the location, date and time of the accident. A form is attached to this **policy** wording (last page) but can also be downloaded from **our** website (see "Notification" below).

Insurers will repudiate **your** claim if you are unable to provide this.

Claims Procedure

Please notify **us** online, 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:

https://trackday.moris.co.uk/MORIS-Claims/Track-Day-Claim-Notification

In the event of any difficulties, please contact **us** as soon as possible, ideally within 7 days, on 020 3427 5960 (Mon-Fri 9am to 5.30pm) or via email on claims@moris.co.uk or in writing to:

MORIS.co.uk C/O Indigo Underwriters Ltd 32 Threadneedle Street London EC2R 8AY

Loss Adjuster

Your Trackday 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 **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 online or by post.

Removal of Parts

Under NO circumstances should **you** remove any parts (modified or otherwise) without prior agreement from insurers or loss adjuster.

Repairs

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

Disposal of Parts

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

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.

Data Protection



Please read this notice as it explains how **your** personal information is used. Please show this notice to anyone else **you** have given information about because it will also apply to them. For the purpose of this section (Data Protection), all references to '**we**, **us** and **our**' also refer to **our** agents acting on **our** behalf and the term 'the insurer' also includes their agents and reinsurers.

Personal Information

Your personal information ('Personal Information') means any information held about you and anyone else connected to your insurance enquiry, quote or policy. Your personal information will be held for a reasonable time, on computer, paper file or other format, to ensure that a clear and complete history of insurance enquiries, quotes, policy records and transactions is maintained. It may also be used for research and analysis.

The Data Protection Act 1998 sets out the requirements for the control of **your** personal information. For the purposes of the Data Protection Act 1998, the Data Controller in relation to **your** personal information is Indigo Underwriters Ltd (trading as **MORIS**.co.uk). **We** will share **your** personal information with the **insurer**, statutory bodies, regulatory authorities and other authorised bodies.

We and the **insurer** may research, collect and use data about **you** from publicly available sources (including Electoral Register, County Court Judgements, bankruptcy, repossession information, social media and networking sites) and industry registers. **We** may do this at any time to assist in providing **you** with a quote, arranging **your** policy, making a mid-term adjustment, renewing **your** policy, reporting an incident or handling a claim.

For more information on the Data Protection Act **you** may also write to the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Telephone number 01625 545745.

Your personal information may also be used or disclosed to regulators for the purposes of monitoring and keeping to any regulation. Occasionally, **your** personal information may be disclosed to selected third parties who are helping **us** to improve **our** services.

Sensitive Personal Data

Some of **your** personal information may include 'Sensitive Personal Data', such as information about health issues and criminal convictions. **We** and/or the **insurer** use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services to **you**, including claims. Sensitive personal data will not be used for marketing purposes.

Credit Searches

We or the insurer may ask Credit Reference Agencies to provide information to assess your application or renewal. This information helps to confirm your identity, allows us to give you a quote and decide which payment options to offer you, for example, monthly instalments. You will see a record of this search if you request a credit report. No other organisation who may conduct credit searches will be able to see it. The search will not affect your credit record or credit rating in any way.

Information from Insurance Industry Registers

Under the conditions of **your** policy, **you** must tell **us** about any incident, such as an accident or theft, which may give rise to a claim (even if it was not **your** fault) and whether or not **you** claimed for them.

We or the insurer may check various registers to validate your claims history or that of any other person or property associated with your policy or claim.

Data Protection (Contd.)



We or the insurer may search a range of registers, including:

- Claims and Underwriting Exchange (CUE) Register run by Insurance Database Services Limited (IDS Ltd)
- Hunter Database, run by Experian and
- Motor Insurance Anti Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI).

When **you** tell **us** or the insurer about an incident, **we** or the **insurer** may pass this information to the registers.

How your personal Information is used

1. Insurance Administration, Renewal and Claims Handling

We will use your personal information to arrange and manage your policy and issue documents and information to you. The insurer will use your personal information to assess your insurance application, handle underwriting and claims. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

If you move to a new broker or insurer, we may confirm certain details about your policy to them. We will only do this if we are sure it is a genuine request.

If **you** have given **us** your credit or debit Card details, **we** may use this information to automatically renew **your** policy unless **you** have asked **us** not to.

2. Preventing and Detecting Crime and Fraud

We and the **insurer** may use **your** personal information to detect and prevent fraudulent applications and claims. The savings **we** make help **us** to keep premiums down.

We and the insurer may check your information against a range of registers and anti-fraud databases for completeness and accuracy.

We and the insurer may also share your information with law enforcement agencies, other organisations and public bodies.

If we or the insurer suspect fraud or find that false or inaccurate information has been given to us, appropriate action will be taken, which may include passing details to fraud prevention and law enforcement agencies.

We, the insurer, and other organisations, including those from other countries, may use information recorded by fraud prevention agencies to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance; or
- checking details of job applicants and employees

Data Protection (Contd.)



3. Telling You about Other Products and Services

We will never sell or pass your information to third parties for marketing purposes.

We may contact **you** about other products and services that may be of interest to **you**, or for market research, unless **you** have asked not to.

We may contact **you** by post, telephone, text message, email or other appropriate means.

We may use your information after your policy has lapsed. If you do not wish your information to be used for these purposes please let us know.

Further Information

If you would like further information on, or wish to complain about the way we or the insurer use your personal information, please contact us.

You are entitled to receive a copy of **your** personal information that **we** hold. If **you** would like a copy, please contact **our** Data Protection Officer. **We** may charge a fee for providing a copy. Upon notification, **we** will correct or remove any information that is inaccurate and confirm this to **you**.

If **we** change the way that **we** use **your** personal information, **we** will let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Dealing with others on your behalf

If your spouse, civil partner, partner or any other person (who we reasonably believe to be acting for you) call us and can answer our security questions, we will allow them to help you manage your policy or your claims.

For your protection only you can cancel your policy or change the contact address, unless we have agreed with you or, in the event of your death, the executors of your estate.

Monitoring and recording

We and the insurer may record or monitor calls for training, quality control and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.



Your Insurers



Your policy for Trackday Accidental Damage to your car 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 32 Threadneedle Street London EC2R 8AY.

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 the UMR (Unique Market Reference) shown on your policy schedule entered into between underwriters and Indigo.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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.



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:

32 Threadneedle Street London EC2R 8AY

The address of the Complaints team at Lloyd's is:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 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

Tel: 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 Resolution (ODR).

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 at:

The Financial Ombudsman Service, Exchange Tower,

Harbour Exchange Square, London E14 9SR.

Telephone 0800 023 4567 or 0300 123 9123 from a mobile.

Car 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.

COVER WILL CEASE IN THE EVENT OF A CLAIM

No refunds for any unused trackdays are provided in the event of a 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 email this form to info@moris.co.uk or post to:

MORIS C/O Indigo Underwriters, 32 Threadneedle Street London EC2R 8AY

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.

Data Protection addendum



Your personal data protection

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with insurance cover or the insurance cover that benefits you and meets our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In some instances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). If we need your consent, we will ask you. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or if you withdraw your consent, this may affect our ability to provide the insurance cover which may be favourable to you and this may prevent us from providing cover for you or handling your claims.

The insurance works in such a way that your information may be shared with, and used by, many third parties in the insurance sector such as insurance companies, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, the Crime Prevention Council and mandatory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details

Where you, your agent or broker provide us with details about other people, you must give this notice to them.

Contacting us and your rights

You have rights in relation to the information we hold about you. This includes the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Name: Group Data Protection Officer

Email: privacy@canopius.com

Address: Canopius Managing Agents Limited

Floor 29, 22 Bishopsgate

London EC2N 4BQ