



Your Policy Document

Track Day Insurance CARS



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 Trackday (MORIS) is a trading name of Indigo Underwriters Danmark - 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 track days.

MORIS remains the world's first on-line insurance provider for the motorsport and track day 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 track day aficionados so please do consider us first for any other track or motorsport competition needs.

Are you interested in becoming an Affiliate? Enquire about our Affiliate program for trackday organizers or track owners on info@moris-trackday.se.

Wishing you safety and fun ahead.

Justin Everitt



Contents



Claims Checklist (Inc. VEHICLE RECOVERY)	4
Type of Insurance Cover	5
Basis of Cover	5
Policy Summary (Key Facts)	6 - 8
<u>Definitions</u>	9
Your Obligations	10
Demands & Needs	10
Our Fees	11
Information You have given Us	11
Conditions	12
Optional Extensions	13
Multi-Day Policies	14
Cancellation & Refunds	15 - 16
Exclusions	17
Additional Drivers	18
Claims	19
Data Protection	20
Your Insurers	21
Choice of Law & Jurisdiction	21
Complaints	22
Track Day Accident Report Form	23



COVER WILL CEASE IN THE EVENT OF A CLAIM

No refunds for any unused track days 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 car



NOTIFY US WITHIN 48 HOURS

online at https://trackday.moris.co.uk/claims/claim-notification





For RECOVERY from circuits in Sweden:

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 4,720 SEK.



For RECOVERY from circuits outside of Sweden:

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 17,700 SEK.

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 recovery service, 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 they are able to provide.

The insured has declared their understanding of and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

Type of Insurance Cover



This is a **Track Day** 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 track day**. You are covered if:

- ✓ 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 a sudden mechanical failure that causes an accident as described above.

Track Day Definition

A **track day** is a strictly non-competitive (no timing, pace-making or racing) day at a race **circuit** where road registered **car**s 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 **track day**.

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

Track Day 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 the owner.

In respect of incidents and experience, you have advised/confirmed:

- the approximate number of track days you have attended before.
- details of previous accidents on a track day.
- details of any claims or convictions on the road within the last five years.
- details of any race licence you may hold and/or any championship you are currently competing in.

Policy Summary



This is a **Track Day** 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** Track day.



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 Trackday a trading name of Indigo Underwriters Danmark ApS (Indigo). Indigo is an underwriting agency and Lloyd's coverholder regulated by the Danish Supervisory Authority. Your certificate of insurance is underwritten by certain underwriters at Lloyd's under UMR (Unique Market Reference) B1732RCB39421 entered into between underwriters and Indigo.

Indigo Underwriters Danmark ApS is a company registered in Denmark under the CVR number 39793679 at registered office Kvæsthusgade 5C, 2., 1251 København K.

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 **track** day events.
- The costs of 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

- Competitive driving, including racing and timed runs.
- 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 track day 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 1,425 SEK per hour including VAT.

This is not a complete listing, please consult **your policy** wording for a full list of exclusions (page 16).

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 your policy is prefixed with SETD or SETDO – your last track day must be within 365 days of the first specified date.

COVER UNDER THIS POLICY WILL AUTOMATICALLY CEASE IN THE EVENT OF A CLAIM THAT IS (OR IS LIKELY TO) EXCEED THE PREMIUM. NO RETURN OF PREMIUM IS PERMITTED.

Policy Summary (Contd.)



Cancellation

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 according to our cancellation scale (page 14). The later will only apply where your insurance policy covers multiple track days.

You can cancel by calling +46 (0) 10 1 956 911 or on our website or via email on info@moris-trackday.se or in writing to;

MORIS Trackday C/O Indigo Underwriters Danmark ApS, Kvæsthusgade 5C, 2., 1251 København K, Denmark.

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.

We will need a formal online notification at:

https://trackday.moris.co.uk/claims/claim-notification

In the event of any difficulties, please contact **us** as soon as possible, ideally within 7 days, on +46 (0) 10 1 956 911 or via email on skada@moris-trackday.se or in writing to:

MORIS Trackday C/O Indigo Underwriters Danmark ApS, Kvæsthusgade 5C, 2., 1251 København K, Denmark.

Complaints

Claims

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 MORIS Trackday.

The address of **MORIS Trackday** C/O Indigo Underwriters Danmark ApS is: Kvæsthusgade 5C, 2., 1251 København K, Denmark.

Email: klage@moris-trackday.se

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

Service Manager, Complaints team, Lloyd's Insurance Company S.A., Bastion Tower, Marsveldeplein 5, 1050 Brussels, Belgium.

Tel: +32 (0)2 227 39 40

Email: LloydsEurope.Complaints@lloyds.com

We will send a written acknowledgement on behalf of Lloyd's Insurance Company S.A. We will inform you of the name of the Complaints Manager at Lloyd's and also inform you about guidance that may be obtained from the Swedish Consumers' Banking and Finance Bureau, the Swedish Consumers Insurance Bureau and through municipal consumers' advice officials.

We or Lloyd's Insurance Company S.A., will provide you with an update on the progress of the investigation of your complaint, in writing, within fourteen calendar days of the complaint being made.

Policy Summary (Contd.)



Complaints (contd.)

We will aim to provide you with our decision on your complaint, in writing, within eight weeks of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within eight weeks of the complaint being made, you may be eligible to refer your complaint to the National Board for Consumer Complaints. The contact details are as follows:

National Board for Consumer Complaints / Allmänna reklammationsnämnden (ARN) Box 174, 101 23 Stockholm, Sweden

Tel: +46 8 50 88 60 00 Fax: +46 8 50 88 60 01 Email: arn@arn.se

The complaints handling arrangements above are without prejudice to your rights in law.

If **you** have purchased your policy online **you** can also make a complaint via the EU's Online Dispute Resolution (ODR).



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 **Track Day** Insurance Details Document under the 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 Trackday is the trading name of Indigo Underwriters Danmark ApS. Indigo is an underwriting agency regulated by the Danish Financial Supervisory Authority under CVR number 39793679. Indigo Underwriters is 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 damage happened.

Modification(s)

Modifications are any changes made to your car since it left the production line that increases 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 Insured

The 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 Track Day** Insurance Details Document, that is providing insurance cover to **you**.

Track Day

A **track day** 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 **track day**.

You, Your

The person described in the Confirmation of Cover & Schedule of Insurance / **Track Day** Insurance Details document, that is providing insurance cover to **you**.

Your Obligations



Your Responsibilities

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.

Please make sure that **you** read **your** documents thoroughly and ensure that any information that **you** have provided to **us** is accurate, true and correct. If any of the information shown on **your** documents is not accurate then please call **MORIS** immediately on +46 (0) 10 1 956 911.

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 / **Track Day** Insurance Details document details the insurance **you** have selected.
- The choices **you** will have made depend on **your** personal circumstances.



Our Fees



Date Change FeeYou must notify us of a date change before any prior specified date. This you

can do online at https://trackday.moris.co.uk/trackday_planner.asp. There is a fee of 70.21 SEK every time **you** make a date change online. If **we** are to do

this for you the Fee is 235.31 SEK.

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

do NOT charge for updating your Track Day Log.

Change of Circuit Fee Some circuits are more hazardous than others and if you change circuits after

you have bought a policy it must be notified to us. This you can do online at https://trackday.moris.co.uk/trackday_planner.asp. A change of circuit will incur an additional Fee of 117.41 SEK. Please note that depending on the

circuit chosen as a replacement an additional premium may apply.

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 235.31 SEK for each amendment

to cover our administrative costs.

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 177 SEK cancellation charge if you have single day cover. For Multi-Day policies refunds are calculated as per the Cancellation Scale on Page 14.

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 the information you have given us is inaccurate, you must inform us, your broker, as soon as practicable.

Conditions



WHAT YOUR TRACK DAY 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, 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 Track Day Insurance details.
- Labour costs up to 1,425 SEK per hour including VAT (unless we have specifically agreed to increase this).

Underinsurance / Average

This **policy** requires that the **car** is insured for the correct **market value**. If **you** are underinsured, 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 on **market value** and is NOT an "Agreed Value" **policy**. Where **your car** 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 **cars**.

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 where car values are under 475,000 SEK).

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 25,000 SEK this is the franchise limit. The damage to the **car** must be over 25,000 SEK before **insurers** are liable for the full amount of 25,000 SEK. If the damage is under 25,000 SEK **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 Sweden:

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 **4,720 SEK**.

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 **17,700 SEK**.

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 35,400 SEK.

Multi-Day Policies



COVER WILL CEASE IN THE EVENT OF A CLAIM

No refunds for any unused track days 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 "SETDO" **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 initially notifying us of date(s) / circuit(s), however there are fees should there be subsequent amendments to any logged dates:

Date Change Fee

Online - 70.21 SEK every time you make a date change online.

If we are to do this for you the Fee is 234.41 SEK.

Change of Circuit Fee

117.41 SEK every time you make a date change online.

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

Policy Duration

The last track date of **your** policy needs to be within 365 days of the first date

advised to us.

Unused Track Days

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 track days are provided in the event of a claim

If your track day 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 177 SEK 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 235.41 SEK for issuing a formal endorsement amending the policy.

You can cancel this insurance at any time by calling +46 (0) 10 1 956 911 or on **our** website or via email on info@moris-trackday.se or in writing to:

MORIS Trackday C/O Indigo Underwriters Danmark ApS, Kvæsthusgade 5C, 2., 1251 København K, Denmark.

We can cancel this insurance by giving you 30 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 a 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

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

- the date you receive this insurance documentation, or
- the start 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 day** 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 177 SEK cancellation fee is deducted from the above calculation. Our original admin fee is not included.

Cancellation & Refunds (Contd.)



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 as per our cancellation scale.

You can cancel by calling +46 (0) 10 1 956 911 or on our website or via email on info@moris-trackday.se or in writing to:

MORIS Trackday C/O Indigo Underwriters Danmark ApS, Kvæsthusgade 5C, 2., 1251 København K, Denmark.

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).



Exclusions



COVER WILL CEASE IN THE EVENT OF A CLAIM

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

YOUR TRACK DAY 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. Liability to other participants, to any third parties or to passengers or any property damage.
- 5. Competitive driving, (in other words, whilst racing or on timed runs or trials).
- 6. Consumable items such as tyres, oils, linings etc.
- 7. 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.
- 8. Shipping / Transportation costs.
- 9. "Birdstrike" or damage directly caused to **your car** as a consequence of animals straying into **your** path on track.

These exclusions can be modified if requested (additional premiums may apply)	Online	Endorsements
 Extra costs involved in repairing specialised paintwork and logos unless specifically agreed. 		\checkmark
11. Recovery costs.	\checkmark	
 Labour costs exceeding 1,425 SEK per hour (including VAT), unless specifically agreed. 		\checkmark
13. Damage to the interior of the car caused as a direct result of airbag deployment.		\checkmark
14. Loss of items which are not standard fittings on your car , unless advised to us .		\checkmark
15. Personal Injury. (This is a separate policy)	\checkmark	

- 16. Loss or damage to the car whilst being driven by any person other than those specifically agreed by us.
- 17. Any fraudulent, dishonest or criminal act.
- 18. Damage due to wear and tear and gradual deterioration.
- 19. Loss or damage which is insured by any other existing insurance including and not limited to the motor or household insurances.
- 20. Loss of use, delay or consequential loss of any description including confiscation or abandonment.
- 21. Loss of computer logging systems.
- 22. Loss of or damage to the car, as a consequence of a negligent act, whilst being worked upon.
- 23. Loss from any form of mechanical or electrical breakdown or damage, ingress of water, rust, oxidization, latent defect or inherent vice.
- 24. Loss or damage to overalls, race suit, helmet, boots or gloves.
- 25. 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.
- 26. 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 the VERY BIG accidents that we pay claims on are mostly caused by "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.

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



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 +46 (0) 10 1 956 911 or on **our** website or via email on skada@moris-trackday.se or in writing to:

MORIS Trackday C/O Indigo Underwriters Danmark ApS, Kvæsthusgade 5C, 2., 1251 København K, Denmark.

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.

Loss Adjuster

Your Track Day 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 the 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.

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 so.

Fraud

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

Data Protection



Your personal data protection

We (Lloyd's Insurance Company S.A.) collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet 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 certain circumstances, **we** will 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). Where **we** need your consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time by sending an email to <u>data.protection@lloyds.com</u> (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory 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 you provide to us

Where you provide us with details about other people, you must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see our full privacy notice, which is available in the Privacy section of our website https://www.lloyds.com/help/privacy or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including 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. Alternatively, you may contact the policy administrator:

MORIS Trackday C/O Indigo Underwriters Danmark ApS,

Kvæsthusgade 5C, 2., 1251 København K, Denmark.

Telephone: +46 (0) 10 1 956 911 Email: info@moris-trackday.se

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us first.



Your Insurer



Your policy for Track Day Accidental Damage to your car is provided through MORIS Trackday a trading name of Indigo Underwriters Danmark ApS (Indigo). Indigo is a company registered in Denmark under the CVR number 39793679 at registered office Kvæsthusgade 5C, 2., 1251 København K, Denmark.

Indigo is an underwriting agency and Lloyd's coverholder regulated by the Danish Financial Supervisory Authority under CVR number 39793679. **Your** certificate of insurance is underwritten by Lloyd's Insurance Company S.A. as detailed below under UMR (Unique Market Reference) B1732RCB39421 entered into between underwriters and Indigo.

Choice of Law & Jurisdiction



It is agreed that this Insurance shall be governed exclusively by the law and practice of Sweden, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Sweden.

All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this Insurance may be served if addressed and delivered to:

Erik Börjesson

Country manager & General Representative for Sweden

Lloyd's Insurance Company S.A., Sveavägen 20, 6 tr, SE-111 57 Stockholm, Sweden.

Tel: +46 (0) 8 5452 5541

Email: erik.borjesson@lloyds.com

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.



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 +46 (0) 10 1 956 911 or klage@moris-trackday.se.

If **you** are not satisfied with **our** response, **you** may refer **your** complaint to the National Board for Consumer 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 Trackday** C/O Indigo Underwriters Danmark ApS, or the Complaints team at Lloyd's Insurance Company S.A.

The address of MORIS Trackday C/O Indigo Underwriters Danmark ApS is:

Kvæsthusgade 5C, 2., 1251 København K, Denmark.

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

Service Manager

Operations Team, Lloyd's Insurance Company S.A.,

Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium.

Tel: +32 (0)2 227 39 40

Email: lloydsbrussels.complaints@lloyds.com

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:

National Board for Consumer Complaints / Allmänna reklammationsnämnden (ARN),

Box 174, 101 23 Stockholm, Sweden.

Tel: +46 8 50 88 60 00 Fax: + 46 8 50 88 60 01 Email: arn@arn.se

The FOS is an independent service in Sweden for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at https://arn.se.

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's <u>Online Dispute</u> 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.

Car Track Day Accident Report Form



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

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 Track Day insurance claim.

Details of Accident		
	Date:	
	Approx. Time:	
	Circuit:	
	Corner:	
The Track Day		
	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 Trackday C/O Indigo Underwriters Danmark ApS, Kvæsthusgade 5C, 2., 1251 København K, Denmark. or by email to skada@moris-trackday.se.