



## **Your Policy Document**

UPDATED 15 May '2

# Trackday Insurance BIKES



## 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 £5 for you and a friend? A simple way for you AND a friend to earn a £5 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 £5. <a href="https://trackday.moris.co.uk/TELL-A-FRIEND/Details-and-FAQ's">https://trackday.moris.co.uk/TELL-A-FRIEND/Details-and-FAQ's</a>

Wishing you safety and fun ahead.

**Justin Everitt** 



Email: helpme@moris.co.uk

Web: www.moris.co.uk

## **Contents**



Claims Checklist (inc. VEHICLE RECOVERY)	4
Type of Insurance Cover	5
Basis of Cover	5
Policy Summary	6 - 8
<u>Definitions</u>	9
Your Obligations	10
Demands & Needs	10
Our Fees	11
Information You have given Us	11
Conditions	12
Policy Cancellation	13 - 14
Exclusions	15
Claims	16
Data Protection	17 - 19
Your Insurers	20
Choice of Law & Jurisdiction	20
Complaints	21
Trackday Accident Report Form	22



#### 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 bike:



#### **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 bike showing all four sides of the bike



#### **NOTIFY US WITHIN 48 HOURS**

online at trackday.moris.co.uk/MORIS-Claims/Bike-Damage-Claims-Notification



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



Note:

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 recovery the recovery service provided by:

#### THE MANSFIELD GROUP (www.themansfieldgroup.com)

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'.

*Note*: This is an outsourced service and your bike 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.

## Type of Insurance Cover



This is a **Trackday** Accidental Damage **policy** designed to cover **your bike** in the event **you** have an accident on the **circuit** or another participant causes damage to **your bike** during the course of **your** Trackday.

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

day at a race **circuit** where road registered **bikes** can be ridden by individuals holding a full driving licence on a race **circuit** without speed restriction. Riders must adhere to all safety briefings provided at the beginning of each **trackday**. This **policy** does NOT cover **you** for ANY riding that may be deemed

"competitive" (this includes any form of timing).

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 **bike** from all four

sides BEFORE taking to the track. This can help in the event of a claim.

**Types of Cover** You will have chosen one of two options as to the type of cover you have.

Either

**TOTAL LOSS ONLY COVER** 

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

OR

**GROUND UP COVER** 

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

## **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 bike details, you have advised/confirmed:

• that **you** are the legal owner of the **bike** or have stated the formal owner and **your** relationship with owner.

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

- the approximate number of trackdays you have attended before.
- details of previous accidents on a trackday.
- details of any claims or convictions on the road within 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 **Trackday** Accidental Damage **policy** designed to cover **your bike** in the event **you** have an accident on the **circuit** or another participant causes damage to **your bike** during the course of **your** 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 bike** in the event **you** have an accident on the **circuit** or another participant causes damage to **your bike**.

#### **Benefits**

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

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

- Competitive riding, 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 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 £80 per hour including VAT.

This is not a complete listing, please consult **your policy** wording for full details.

#### **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.

## 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 on a proportional basis. The later will only apply where your insurance policy covers multiple trackdays.

**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.

For **your** cancellation rights outside the statutory cooling off period, please refer to the **policy** terms and conditions.

#### **Claims**

In the event of a claim, 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

We will need a formal online notification at: trackday.moris.co.uk/MORIS-Claims/Bike-Damage-Claims-Notification

#### **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 <a href="www.lloyds.com/complaints">www.lloyds.com/complaints</a> 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**



Bike The insured bike 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 bike declared to us.

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

Document under section 'Track Date'. Cover only applies whilst **your bike** 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 bike with one of the same make, model,

specification, age, mileage and general condition as your bike immediately

before the loss or damaged happened.

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

line that increase its value or theft appeal. These include any changes made

by a **bike** dealership, **you** or any previous owner.

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

insurance.

Pretty Bits (Bodywork &

Fairings)

Top fairings, cowlings, seat cowls & fairings, side panels, infills, windshields and fairing screens, belly pans, air ducts, inspection panels, undertrays,

huggers and any other components that could be described as such.

**Structural Components** Think of what is called a "naked bike". Every component is necessary – the

mirrors, handlebars, levers, speedo & tach, footrests, exhaust and silencers, forks & suspension, steering yokes, frames & subframes, wheels and all associated components, discs & calipers, master cylinders, tank, tail-lamps

etc.

**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.

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

day at a race **circuit** where road registered **bikes** as well as track **bikes** can be ridden by individuals holding a full driving licence of MSA 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**

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**.co.uk immediately on 020 3427 5960.

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



#### **Our Fees**



**Date Change Fee**This 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 Fee**We 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 £22.50 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 13.

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:

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

Underinsurance / Average This policy requires that the bike is insured for the correct market value. If

**you** are under insured, in the event of a claim **insurers** will pay less and their settlement figure will be proportionate to the amount of under insurance.

Market Value This policy is based upon market value and is NOT an "Agreed Value" policy.

Where **your bike** has been modified for **trackday** use the loss adjuster will accept these **modifications** have a bearing on the **market value** based upon

similarly modified bikes.

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

salvage.

#### **OPTIONAL EXTENSIONS** (refer to Confirmation of Cover)

There is one optional extension:

Vehicle Recovery (In association with The Mansfield Group - www.themansfieldgroup.com).

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

If your Confirmation of Cover states this option is "Included" you are eligible for this service. Should you need to take advantage of this call The Mansfield Group directly on 020 8867 6200 and quote account MORIS.co.uk (account code MORIS).

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



## **Policy Cancellation**



#### COVER WILL CEASE IN THE EVENT OF A CLAIM

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

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

You can cancel this insurance at any time by calling 020 3427 5960 (Mon-Fri 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 FC2R 8AY

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 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 **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.

		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 £15 cancellation fee is deducted from the above calculation. Our original admin fee is not included.

## Policy Cancellation (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 on a proportional basis. The later will only apply where your insurance policy covers multiple trackdays.

**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**



#### WHAT YOUR TRACKDAY POLICY DOES NOT COVER

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

## **Claims**



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

- 1. Ensure photographs are taken of the damaged Bike PRIOR to removal from circuit. Photographs should show all damage.
- 2. Notify us online as soon as possible, ideally within 7 days. Online at: <a href="mailto:trackday.moris.co.uk/MORIS-Claims/Bike-Damage-Claims-Notification">trackday.moris.co.uk/MORIS-Claims/Bike-Damage-Claims-Notification</a>

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

## Claims Procedure (in respect of vehicle damage)

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

#### **Accident Statement**

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

#### Loss Adjuster

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

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

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

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

#### **Photographs**

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

Photographs should be sent directly to MORIS either digitally on line or by post.

#### **Repairs**

You must get our / insurers' permission before any repair work is done, unless it is to make the bike 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 vehicle is provided through MORIS.co.uk a trading name of Indigo Underwriters Ltd (Indigo). Indigo Underwriters Ltd, a company registered in England and Wales under the company registration number 7085778 at registered office 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 <a href="mailto:complaints@moris.co.uk">complaints@moris.co.uk</a>.

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 <a href="www.financial-ombudsman.org">www.financial-ombudsman.org</a>. 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.

## **Bike 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 Bike / Rider		
	Vehicle:	
	Registration:	
	Rider's Name:	
Official Details		
	Name of Official:	
	Position:	
	Signature:	
	Date:	

Once completed please return this form 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: Data Protection Officer Email: helpme@moris.co.uk

Address: 32 Threadneedle Street, London EC2R 8AY