



# **Your Policy Document**

UPDATED (1) 21 Nov '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 pages 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.

Trackdayinsurance.com is a trading name of Indigo Underwriters Danmark ApS - a specialist underwriting agency and Lloyd's coverholder.

Trackdayinsurance.com 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.

Trackdayinsurance.com 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.

Trackdayinsurance.com 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.

Wishing you safety and fun ahead.

**Justin Everitt** 

Ways to contact us:

Tel: +45 44 229 911

Trackdayinsurance.com

C/O Indigo Underwriters Danmark ApS

Kvæsthusgade 5C, 2, 1251 Copenhagen,

Denmark

Email: info@trackdayinsurance.com Web: https://trackdayinsurance.com

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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://trackdayinsurance.com/en/claims/notification/





#### **Vehicle Recovery**

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 **1,750** €.

*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 **car**s 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, pace-making 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 Trackdayinsurance.com a trading name of Indigo Underwriters Danmark ApS (Indigo). Indigo is an underwriting agency and Lloyd's coverholder regulated by the Danish Financial Supervisory Authority (DFSA). **Your** insurance is provided by Trackdayinsurance.com on behalf of Lloyd's Insurance Company S.A. as detailed below under the UMR (Unique Market Reference) shown on your policy schedule.

#### 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.
- 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 120 € 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 a multi-day policy after cover has commenced (and you have selected to protect your premium), you will be entitled to a refund calculated according to our Cancellation Scale (refer to pages 15 & 16). We exclude our original Admin Fee and where the premium is over 120 €, we deduct a Cancellation Fee.

**You** can cancel by calling +45 44 229 911 (Mon-Fri 9am to 5.30pm) or on our website or via email on info@trackdayinsurance.com or in writing to;

**Track**dayinsurance.com C/O Indigo Underwriters Danmark ApS Kvæsthusgade 5C, 2, 1251 Copenhagen, 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.

**Claims** 

We will need a formal online notification at:

https://trackdayinsurance.com/en/claims/notification/

In the event of any difficulties, please contact **us** as soon as possible, ideally within 7 days, on +45 44 229 911 (Mon-Fri 9am to 5.30pm) or via email on claims@trackdayinsurance.com or in writing to:

**Track**dayinsurance.com C/O Indigo Underwriters Danmark ApS Kvæsthusgade 5C, 2, 1251 Copenhagen, Denmark

**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 **Track**dayinsurance.com C/O Indigo Underwriters Danmark ApS, or the Complaints team at Lloyd's.

The address of **Track**dayinsurance.com C/O Indigo Underwriters Danmark ApS is:

Kvæsthusgade 5C, 2, 1251 Copenhagen, Denmark Email: complaints@trackdayinsurance.com

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

Head of Complaints Management Lloyd's Insurance Company S.A. Bastion Tower Marsveldplein 5 1050 Brussels Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydseurope.complaints@lloyds.com

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# Policy Summary (Contd.)



#### Complaints (contd.)

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being received, you may be eligible to refer your complaint to the Insurance Complaints Board in Denmark.

The contact details are as follows:

Ankenævnet for Forsikring Østergade 18, 2 1100 København K Denmark

Tel: +45 33 15 89 00

E-mail: ankeforsikring@ankeforsikring.dk Website: www.ankeforsikring.dk/english

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 Danish Guarantee Fund for Non-Life Insurance Companies. Further information about the Guarantee Fund is available on the website of the Danish Guarantee Fund for Non-Life Insurance Companies at www.skadesgarantifonden.dk.



## **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.

Trackdayinsurance.com, Trackdayinsurance.com is the trading name of Indigo Underwriters Danmark

ApS. Indigo is an undewrwriting agency regulated by the Danish Financial Supervisory Authority (DFSA), CVR Number 39793679. 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 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 is covered by Lloyd's Insurance Company S.A. Lloyd's Insurance

Company S.A. is registered with Banque-Carrefour des Entreprises/ Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels) and is an insurance company under the supervision of the National Bank of Belgium. Its registration number and other information can be found

at <u>www.nbb.be</u>.

Our, Us, We

# **Your Obligations**



**Timing** 

This 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 a national 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 Responsibilities

- 1. To read and make sure you understand your policy BEFORE taking to the track.
- 2. 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 **Trackdayinsurance.com**.
- 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 Fee**This is FREE and **you** can do this in **your** Trackdayinsurance.com 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

https://trackdayinsurance.dk/en/user/log-dates.

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 an admin fee 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 Cancellation Fee charge (unless premium is under 120 €). For Multi-Day policies refunds are calculated as per the Cancellation scale on Page 16.

Want to understand more about our fees?

https://trackdayinsurance.com/en/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 120 € 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**



#### 1. Insurance of your excess

(ONLY available as an option on policies with car values up to 70,000 €).

**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 paythis amount in full. Where damage remains below the stated **excess** there is no claim.

Example: If **your excess** is  $2,500 \in$  this is the franchise limit. The damage to the **car** must be over  $2,500 \in$  before **insurers** are liable for the full amount of  $2,500 \in$ . If the damage is under  $2,500 \in$  **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.

It 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 **1,750** €.

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 **3,500** €.

#### 4. Premium Refund

In the event you cannot complete all your trackdays, you are able to claim a refund as per the Cancellation scale on page 16. This is subject to no claims.

## **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.

We charge our standard admin fee, if we are to do this for you.

#### **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 (3) 364 days after PURCHASE - whichever comes first.

#### **Unused Trackdays**

In the event **you** do not use all of **your** dates, if you selected the premium refund option at the time of purchase, **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 16.



## 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

#### **Options & Refunds**

**You** are entitled to cancel your **policy** at any time by calling +45 44 229 911 (Mon-Fri 9am to 5.30pm) or on **our** website or via email on info@trackdayinsurance.com or in writing to:

Trackdayinsurance.com C/O Indigo Underwriters Danmark ApS Kvæsthusgade 5C, 2, 1251 Copenhagen,

Denmark

The timing, reason for cancellation and whether **you** have opted to protect **your** premium (Multi-Day policies) determine how **we** process refunds.

# After buying the policy, but you have not had the benefit of any cover: If the policy is not right for you or you do not wish to maintain this policy, we will refund the premium IN FULL. This excludes our original Admin Fee, and a Cancellation Fee is deducted.

#### 2. Your Trackday was terminated early:

If the car has exited the pit lane, the insurers deem the premium for that day to be "fully earned" and they cannot provide refunds.

# 3. You have failed a noise test or the weather is so bad that you cannot go on track:

Email <u>info@trackdayinsurance.com</u> or call **us** (depending on hours) before the track opens.

- Single Day policies you can either cancel your policy and have a FULL refund of premium OR you can elect to keep the policy open for a further 60 days pending a replacement date. After 60 days we will cancel your policy and refund the premium. Cancellations exclude our original Admin Fee, and a Cancellation Fee is deducted.
- Multi Day policies we can update your log and provide a new date for future use.

# 4. You have not been able to complete the stated number of trackdays on your MULTI-DAY policy:

If **you** selected the premium refund option at the time of purchase, **we** will treat the **policy** as a Cancellation and (subject to no claims), return premium as per the Cancellation Scale below. This excludes **our** original Admin Fee.

#### 5. We can cancel this insurance at any time 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.

**We** will process refunds as per the Cancellation Scale. This excludes **our** original Admin Fee but there is no Cancellation Fee.

# **Cancellation Scale**



#### **Premium Refund Option**

If **you** selected the premium refund option at the time of purchase, **we** will treat the **policy** as a Cancellation and (subject to no claims), return premium as per the Cancellation Scale below. This excludes **our** original Admin Fee.

		Booked Days									
		1	2	3	4	5	6	7	8	9	10
Used Days	0	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	1	0%	50%	67%	71%	75%	73%	81%	83%	84%	86%
	2		0%	33%	43%	50%	57%	62%	66%	69%	71%
	3			0%	14%	25%	35%	42%	48%	53%	57%
	4				0%	13%	24%	33%	40%	45%	50%
	5					0%	13%	23%	31%	38%	43%
	6						0%	12%	21%	28%	34%
	7							0%	10%	19%	26%
	8								0%	9%	17%
	9									0%	9%
	10										0%

Example: If a policy for 8 days is cancelled and 5 days have been used, 31% of your premium will be refunded (subject to no claims).

Note: Our original admin fee and the fee for the premium refund option are non-refundable.



## **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 fol	lowing exclusions can be modified if requested (additional premiums may apply)	Online	Endorsements
13.	Paintwork: Costs involved for specialised paintwork and logos		✓
14.	Recovery costs.	<b>√</b>	
15.	<b>Labour costs</b> exceeding 120 € per hour (including VAT).		✓
16.	Damage caused as a direct result of airbag deployment.		✓

- 17. Loss or damage to the car whilst being driven by any person other than those specifically agreed by us.
- 18. Any fraudulent, dishonest or criminal act.
- 19. Damage to items/components due to wear and tear and gradual deterioration.
- 20. Loss or damage which is insured by any other existing insurance including and not limited to motor or household insurances.
- 21. Loss of use, delay or consequential loss of any description including confiscation or abandonment.
- 22. Loss of computer logging systems.
- 23. Loss of or damage to the car, as a consequence of a negligent act, whilst being worked upon.
- 24. Loss from any form of mechanical or electrical breakdown or damage, ingress of water, rust, oxidization, latent defect or inherent vice.
- 25. Loss or damage to overalls, race suit, helmet, boots or gloves.
- 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 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, Spa Francorchamps or other high-risk circuits. 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 **Trackdayinsurance.com** website: https://trackdayinsurance.com/en/claims/notification/

In the event of any difficulties, please contact **us** as soon as possible, ideally within 7 days, on +45 44 229 911 (Mon-Fri 9am to 5.30pm) or via email on claims@trackdayinsurance.com or in writing to:

**Track**dayinsurance.com C/O Indigo Underwriters Danmark ApS Kvæsthusgade 5C, 2, 1251 Copenhagen, Denmark

#### **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 **Trackdayinsurance.com** unless notified otherwise.

A report will be submitted from the loss adjuster to **Trackdayinsurance.com** for onward transmission to insurers.

Claim payment will come directly from Indigo Underwriters Danmark ApS 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 **Trackdayinsurance.com** 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 so.

#### **Fraud**

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

## Your Insurers



**Your** insurance is provided by **Trackdayinsurance.com**, a trading name of Indigo Underwriters Danmark ApS (Indigo). Indigo is a Danish insurance agency under the supervision of the Danish Financial Supervisory Authority. Our CVR number is 39793679 and our address is Kvæsthusgade 5C, 2., 1251 Copenhagen K, Denmark. **Trackdayinsurance.com** underwrites the insurance on behalf of Lloyd's Insurance Company S.A., which is a Belgian insurance company covered by the Guarantee Scheme for Non-life Insurance Companies in Denmark.

Further information on Lloyd's Insurance Company S.A.,

Lloyd's Insurance Company S.A., Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium

Web: www.lloyds.com/brussels

E-mail: enquiries.lloydsbrussels@lloyds.com

Lloyd's Insurance Company S.A. is registered with Banque- Carrefour des Entreprises/Kruispuntbank vanOndernemingen with number 682.594.839 RLE (Brussels). It is an insurance company supervised by the National Bank of Belgium. Its registration number and other information can be found at www.nbb.be.

As part of the insurance contract, a unique market number (UMR) is attached, which will appear on the front of your policy. The UMR is used by Lloyd's Insurance Company S.A. to identify the contract between you and us.

#### **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 Denmark and subject to the exclusive jurisdiction of the courts of Denmark.



# **Complaints**



We try our very best to promote straightforward, uncomplicated insurance services. However we recognise that occasionally, feedback may expresses displeasure. This feedback is important to us and in the first instance we would request that you please contact us at +45 44 229 911 or complaints@trackdayinsurance.com.

**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 **Trackdayinsurance**. **com** C/O Indigo Underwriters Danmark ApS, or the Complaints team at Lloyd's.

The address of **Trackdayinsurance.com** is:

Kvæsthusgade 5C, 2, 1251 Copenhagen, Denmark

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

Head of Complaints Management Lloyd's Insurance Company S.A. Bastion Tower Marsveldplein 5 1050 Brussels

Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydseurope.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 3 (three) business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within reasonable time, and no longer than 8 (eight) weeks of the complaint being received.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 8 (eight) weeks of the complaint being received, **you** may be eligible to refer **your** complaint to the Insurance Complaints Board in Denmark.

The contact details are as follows:

Ankenævnet for Forsikring Østergade 18, 2 1100 København K Denmark

Tel: +45 33 15 89 00

E-mail: ankeforsikring@ankeforsikring.dk Web: www.ankeforsikring.dk/english

If **you** have purchased your contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <a href="www.ec.europa.eu/odr">www.ec.europa.eu/odr</a>.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

# 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 claims@indigounderwriters.com or post to:

Trackdayinsurance.com C/O Indigo Underwriters Danmark ApS, Kvæsthusgade 5C, 2, 1251 Copenhagen, Denmark

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.