

**TRACKDAY
ADDICTS**

Your Policy Document

MOTORCYCLE TRACK DAY DAMAGE INSURANCE



Welcome

TRACK DAY DAMAGE COVER

TDA Services is a specialist insurance broker for Trackday Addicts.

This policy has been designed for bikers who wish to insure their motorcycle whilst being used on track at an organised track day for accidental damage.

- This policy does not cover competitive riding, racing or timed runs.
- This policy does not provide any cover for injury to any third party or damage to any third party property.
- There is no cover under this policy for a motorcycle to be ridden off the circuit; whether on public or private land.

OTHER TRACK RELATED PRODUCTS AVAILABLE

- Repatriation Insurance to cover your emergency medical and repatriation costs as a result of an accident whilst participating in motorcycle track days, motocross and other motorcycle off-road events in Europe;
- Personal Injury Cover to provide a tax-free cash lump sum for bodily injury in an accident during a motorcycle activity, including track days, racing schools and amateur racing;
- Fire & Theft insurance for your track or race bike when securely stored in a locked building, even if it is not road-registered with a V5 (optional 'in Transit' cover available too); and
- Race Van insurance for privately owned vans that are only used for leisure purposes (not commercial use), e.g. carrying your bikes and gear to a track and for sleeping at circuits.







Thank you for choosing TDA.

Claims Checklist

ALL COVER UNDER THIS POLICY WILL CEASE AFTER A CLAIM IS SETTLED

Visit: tdaservices.co.uk/claims

In the event of an incident:

 <p>IMMEDIATELY get a statement from a circuit official</p>	 <p>The statement MUST include the location of the incident</p>	 <p>The statement MUST include the time & date of the incident</p>
 <p>Submit a claim notification online within 7 days</p>	 <p>Take photos of the damage at the circuit PRIOR to removal</p>	 <p>DO NOT start any repairs without the insurers approval</p>

IMPORTANT

- We strongly urge you to take photographs of your motorcycle from all four sides **BEFORE** taking to the track. This can help in the event of a claim.

CLAIMS

In the event of a claim, or in the event of an accident:

- Photographs are taken of the damaged motorcycle PRIOR to removal from circuit. Photographs should show all damage.
- The insurers requires an **independent statement from a circuit official** confirming the location, date and time of the accident.
- You will notify us within 7 days, unless you have good reason.

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

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Definitions

The following words and terms have the definition set out here wherever they appear in bold font in this document:

CIRCUIT

The track of the circuit described on **your Policy Schedule**. Cover only applies whilst **your motorcycle** 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 Policy Schedule**.

EXCESS

The amount **you** must pay the **insurers** or the **insurers** will deduct from any claims settlement.

INDIGO UNDERWRITERS LTD

Indigo Underwriters Ltd, registered in the UK, company number 07085778. Registered office: 6th Floor, Duo Building, 280 Bishopsgate, London, EC2M 4RB. **Indigo Underwriters Ltd** is authorised and regulated by the Financial Conduct Authority (FCA registration number 514818).

MODIFICATIONS(S)

Modifications are any changes made to **your motorcycle** since it left the production line that increase its value or theft appeal. These include any changes made by a motorcycle dealership, **you** or any previous owner.

MOTORCYCLE(S)

The insured motorcycle 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 motorcycle** declared to **us**.

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.

POLICY SCHEDULE

A document that contains details of **you, your motorcycle**, the insurance cover provided to **you** and any applicable **endorsements** or **excesses**.

STRUCTURAL COMPONENTS

Think of what is called a 'naked bike'. Every component is necessary – the mirrors, handlebars, levers, speedo, footrests, exhaust and silencers, forks & suspension, steering yokes, frames & subframes, wheels and all associated components, discs & calipers, master cylinders, tank, tail-lamps etc.

INSURERS

The underwriters at Lloyd's who have a share in this **policy**.

TDA, OUR, US, WE

TDA Services Inc Ltd (trading as SORN Cover and Trackday Addicts) registered in England and Wales, company number 16050147. Registered office: Workspace House, 28/29 Maxwell Road, Peterborough, PE2 7JE. TDA Services Inc Ltd is an authorised representative of **Indigo Underwriters Ltd**, regulated by the UK Financial Conduct Authority (FCA) under firm reference number 1021887.

TRACK DAY

A **track day** 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 Category A Motorcycle Licence or ACU Race 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, INSURED PERSON

The person or people named in the insurance **Policy Schedule** as being the policyholder covered by this insurance **policy** (the 'insured person').

Important Legal Information

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 **insurers** may cancel **your policy** or the **insurers** may void **your policy** and the **insurers** may impose an additional premium along with additional **policy** terms. This may result in the **insurers** rejecting or only paying in part claims **you** make. **We** may also charge a fee in accordance with **our** Terms of Business, available on **our** website at: <https://tdaservices.co.uk/policy-documents/>

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 information shown on **your** documents is not accurate then please contact **TDA** immediately by emailing helpme@tdaservices.co.uk

CONTRACT

Your policy, if paid for in full, is a legal contract between **you** and the **insurers** and is made up of this document together with **your Policy Schedule** (which details the level of cover **you** have chosen).

If the details that **you** have provided to **us**, detailed on **your Policy Schedule**, are correct and up to date, as well as all payments due, the **insurers** will provide **you** with the insurance cover specified in this document.

It is important that **you** read all documents as they contain useful and important information about **your policy**.

You must keep to **our** Terms of Business (available on **our** website), or **we** may cancel **your policy**.

CONTRACTS (RIGHTS OF THIRD PARTIES ACT)

No person, company or business who is not named on **your policy** shall have any rights to enforce any terms or conditions of **your policy**. This will not affect any other rights that person, company or business has apart from under this Act.

CHOICE OF LAW

Your policy will be governed by and managed in line with the law of England and Wales unless **you** live in Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law of that country will apply. This is unless **you** and the **insurers** agree otherwise.

USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in English.

DEMANDS AND NEEDS

In choosing this product and the level of cover, **you** have not received any personal recommendation from **us**. The choices that **you** will have made depend on **your** personal circumstances.

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

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

Cover only applies whilst **your motorcycle** 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 the **circuit**.

IMPORTANT

We strongly urge **you** to take photographs of **your motorcycle** from all four sides BEFORE taking to the track. This can help in the event of a claim.

Type of Insurance

This is an accidental damage **policy** designed to cover **your motorcycle** in the event **you** have an accident on a **circuit** or another participant causes damage to **your motorcycle** whilst on a **circuit**.

This **policy** is for private individuals only and does not provide any cover for **motorcycles** kept in relation to commercial purposes (unless agreed otherwise).

This **policy** does not provide any cover for injury to any third party or damage to any third party property and there is no cover under this **policy** for **your motorcycle** to be ridden off the **circuit**; whether on public or private land.

OTHER PRODUCTS AND SERVICES FOR MOTORCYCLE TRACK ENTHUSIASTS

- Track and Race Bike Fire & Theft Cover (FTMD)
- Personal Injury Cover (PIC)
- Repatriation Insurance (REPAT)
- Race Van Insurance

Visit www.trackdaddicts.com for details.

The logo for TDA (Track Daddicts Association) is displayed in a bold, white, sans-serif font against a dark background.

Cover Provided

This **policy** covers the cost of repairs or replacement of 'Structural Components'.

If specified on **your Policy Schedule** under heading 'Insurance Details' the **policy** is extended to cover '**Pretty Bits**'.

Cover is provided up to the point that the **insurers** decides that **your motorcycle** is uneconomical to repair when **your motorcycle** will be written off and the market value paid.

Structural Components

Think of what is called a 'naked bike'. Every component is necessary – the mirrors, handlebars, levers, speedo, footrests, exhaust and silencers, forks & suspension, steering yokes, frames & subframes, wheels and all associated components, discs & calipers, master cylinders, tank, tail-lamps etc.

Otherwise they are:

Pretty Bits (Bodywork & Fairings)

Top fairings, cowlings, seat cowl & 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.

For the avoidance of doubt, if **your motorcycle** is road-legal and is insured on a '**Structural Components**' only basis it does not necessarily cover **your motorcycle** being returned to road-legal status.

WHAT YOUR POLICY COVERS

- External accident damage (i.e. impact) to **your motorcycle** 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 **your motorcycle** up to £100.00 labour costs per hour (including VAT) unless specifically agreed otherwise by the insurers or, if the **insurers** decides, pay **you** or the legal owner (should **your motorcycle** be subject to hire purchase or lease) an amount in full settlement. Any amount paid cannot be more than the market value of **your motorcycle** at the time of the accident. Where **your motorcycle** is insured for the full market value, in the event the claim is settled as a total loss the **insurers** has the right to decide to keep the salvage. The **insurers** can choose either of these alternatives.

WHAT YOUR POLICY DOES NOT COVER

- Internal damage to the engine or to the gearbox or transmission.
- Mechanical, electrical or computer breakdown, howsoever caused.
- Liability to other participants, to any third parties or to passengers or any property damage.
- Competitive riding (in other words, whilst racing or on timed runs or trials).
- Consumable items such as tyres, oils, linings etc.
- Cosmetic damage such as paint chips or wheel scuff that are not a consequence of a direct and obvious impact.
- Extra costs involved in repairing specialised paintwork and logos unless specifically agreed.
- Shipping / Transportation / Recovery costs.

General Exclusions

Exclusions that apply to the whole of **your policy**.

WHAT IS NOT COVERED

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 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 scuffs 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.
10. Labour costs exceeding £100.00 per hour (including VAT).
11. Loss or damage to **your motorcycle** whilst being ridden by any person other than the person described on **your Policy Schedule** under section 'Your Details'.
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 motorcycle** (For the avoidance of doubt the **insurers** will cover **modifications** to **your motorcycle** if they were included in the value of **your motorcycle** declared to **us** and can be proved by **you** at the time of the loss (photos and/or receipts).
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 **your motorcycle** 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).
22. Injury or damage caused by or resulting from the riding of or use of **your motorcycle** on a road or public highway within the meaning of the Road Traffic Act.
23. Diminution of the market value following repair.
24. The first amount of any claim specified under **excess** detailed in **your Policy Schedule**.

YOU MUST TAKE ALL REASONABLE STEPS TO

1. Prevent or reduce loss or damage and observe any legal condition, by-law or other regulation.

Important Claims Information

POLICY TERMINATION AFTER A CLAIM

All cover under this **policy** will cease after a successful claim is settled.

ACCIDENT STATEMENT

The **insurers** require an independent statement from a **circuit** official confirming the location, date and time of the accident. Please note that the **insurers** will repudiate **your** claim if **you** are unable to provide this.

PHOTOGRAPHS

Photographs must be taken at the **circuit** and PRIOR to any repairs to **your motorcycle**. Photographs should be taken from all four sides of **your motorcycle** regardless of damage. It is **your** responsibility to prove **your** loss. This is a REQUIREMENT on **your policy**. The **insurers** has absolute right to repudiate a claim if **you** fail to comply with the above stipulations. Photographs should be sent directly to **us** either digitally or by post.

LOSS ADJUSTER

The **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 the **insurers** unless notified otherwise.

A report will be submitted from the loss adjuster to the **insurers**. Claim payment will come directly from the **insurers** unless advised otherwise.

REPAIRS

No repair work is to be undertaken without prior permission from the **insurers**.

DISPOSAL OF PARTS

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

FRAUD

If **you** shall make any statement, claim or representation knowing it to be false or fraudulent as regards amount or otherwise, this insurance may become invalid and **your** claim refused.

UNDERINSURANCE/AVERAGE

This **policy** requires that **your motorcycle** is insured for the correct market value. If **you** are under-insured, in the event of a claim the **insurers** will pay less and their settlement figure will be proportionate to the amount of under insurance.

MARKET VALUE

This **policy** is based upon market value and is NOT an 'Agreed Value' **policy**.

SALVAGE

In the event a claim is settled as a total loss (also known as a 'write-off') the **insurers** retains the rights to salvage.

HOW TO MAKE A CLAIM

Any occurrence which may result in a claim being made under this insurance must be reported to **us** as soon as possible, ideally within 7 days by going directly to **our** online claim notification form, available on **our** website at: <https://tdaservices.co.uk/contact>

*The **insurers** will be responsible for managing and settling any claims **you** make under **your policy**.*

In the event of a claim, or in the event of an accident, which could give rise to a claim it is warranted that:

- a. Photographs are taken of **your** damaged **motorcycle** PRIOR to removal from **circuit**. Photographs should show all damage.
- b. **You** will notify **us** within 7 days, unless **you** have good reason for not being able to do so.
- c. Estimates may be obtained but no repair work is to be undertaken without prior permission from the **insurers**.

Cancelling Your Policy

GENERAL INFORMATION

We hope that **you** will be happy with **your** policy, but if **you** wish to cancel, please contact **us** immediately. If **you** cancel before the event date has started, **you** may be entitled to a refund of the **insurers** premium. **Your** premium is non-refundable if the **event** date has already started or passed. In all cases **our** Administration Fee is non-refundable.

Our Terms of Business is available here: <https://tdaservices.co.uk/policy-documents/>

YOUR RIGHT TO CANCEL

Your premium is non-refundable if **you** bought a standalone cover for a single **event** and the **event** date has already started or passed. If **you** cancel the insurance before the **event** date has started, **you** are entitled to a refund of the **insurers** premium. In all cases **our** Administration Fee is non-refundable.

OUR RIGHT TO CANCEL

We (or the **insurers**) may cancel this **policy** and/or any additional cover options. In the unlikely event that **we** do cancel this **policy**, **we** will provide **you** with at least 7 days' written notice. **We** will send this notice to **your** last known postal and/or e-mail address. **We** will explain the reason for cancellation in **our** cancellation notice.

Valid reasons for why **we** or the **insurers** may cancel **your policy** include, but are not limited to:

- changes to the information detailed on **your Policy Schedule** results in the **insurers** no longer wishing to provide cover;
- where, **we** or the **insurers** have become aware of a new claim or incident from before the start of **your policy** and this results in the **insurers** no longer wishing to provide cover;
- if premiums are not paid, when due, **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the **policy** and/or any additional cover options from the cancellation date shown on the letter;
- where **we** reasonably suspect **your** involvement in or association with insurance fraud and/or any other financial crime;
- when **you** or a person acting on **your** behalf uses threatening or intimidating behaviour or language towards **our** staff, suppliers or agents, or towards the **insurers's** staff, suppliers or agents;
- where **you** fail to co-operate with the **insurers** or do not provide the **insurers** with information or documents, that they reasonably require, and this affects the **insurers's** ability to process a claim or defend their interests; or
- where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

If **we** cancel **your policy**, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **you** were provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012 or **you** have made a claim.

REFUNDS ON CANCELLATIONS

If **you** are due a refund, **we** will send this to **you** within 30 days of **you** telling **us** that **you** would like to cancel.

Data Protection

A SUMMARY OF HOW **WE** USE YOUR PERSONAL INFORMATION

TDA Services Inc Ltd is the controller of your personal information. **We** will keep **you** informed about how **we** use **your** personal information in the document 'Website Usage & Privacy Policy', which is available:

- Online at <https://tdaservices.co.uk/policy-documents/>
- in writing, Braille, large print and audiotape from: TDA Services, Workspace House, 28/29 Maxwell Road, Peterborough, PE2 7JE or email **us** at: helpme@tdaservices.co.uk

You have a number of rights concerning **your** personal information. **You** can ask for a person to *review* an automated decision, and in certain circumstances to:

- *access* the personal information **we** hold about **you**;
- *correct* personal information;
- have **your** personal information *deleted*;
- *restrict us* processing **your** personal information;
- receive **your** personal information in a *portable* format; and
- *object* to **us** processing **your** personal information.

If **you** want to find out more or exercise these rights, contact: TDA Services, Workspace House, 28/29 Maxwell Road, Peterborough, PE2 7JE or email **us** at: helpme@tdaservices.co.uk

You can contact **us** about data protection at: TDA Services, Workspace House, 28/29 Maxwell Road, Peterborough, PE2 7JE or email **us** at: helpme@tdaservices.co.uk

For full details of the **insurers** Privacy Notice(s), please contact the **insurers** directly (their details will be shown on **your Policy Schedule**).

Complaints

OUR PROMISE OF SERVICE

We aim to provide the highest standard of service to every customer, but **we** recognise that things do go wrong occasionally. If **our** service does not meet **your** expectations, **we** want to hear about it, so **we** can try to put things right. **We** take all complaints seriously and **we** aim to resolve problems quickly.

If **your** complaint is about the **insurers** or a claim **you** can contact them using the details below.

We will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

WHAT TO DO IF YOU ARE UNHAPPY AND WISH TO MAKE A COMPLAINT

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to either **TDA** (for quotes and sales), the **insurers**, or the complaints team at Lloyd's.

The address of **TDA** is: TDA Services, Workspace House, 28/29 Maxwell Road, Peterborough, PE2 7JE
Email: complaints@tdaservices.co.uk

The address of **Indigo Underwriters Ltd** is: 6th Floor, Duo Building, 280 Bishopsgate, London, EC2M 4RB
Email: complaints@indigounderwriters.com
Telephone: 0203 286 6300

The address of the Complaints Team at Lloyd's is: Complaints, Lloyd's, One Lime Street, London EC3M 7HA
Telephone: 0207 327 5693 / Fax: 0207 327 5225
E-mail: 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:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Telephone: 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 service: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>

IN THE EVENT OF THE INSURERS INSOLVENCY

You may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). Further information is available from them at: Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.
Telephone: 0800 678 1100 or 0300 123 9123 from a mobile.

**This policy document and other associated documents are available in large print.
If you need any of these please email us:
helpme@tdaservices.co.uk**

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