

# To report a claim, call:



0344 381 4420



0344 381 4463



0344 381 4461



0344 381 4462

**Lines are open 24/7 all year round**

UK manned call centre

## IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

## Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

More information about legal cover can be found at: [www.adrianflux.co.uk/legal-expenses](http://www.adrianflux.co.uk/legal-expenses)  
Our claimsline handlers will discuss your legal cover with you.

## Reporting Fraudulent claims

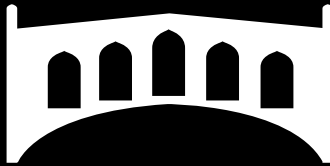
If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at [www.insurancefraudbureau.org/report](http://www.insurancefraudbureau.org/report)

24/7

Claims Line

0844 888 7360



T R I N I T Y  
L A N E

Trinity Lane Commercial Vehicle  
Policy Document

# About your insurance

We are pleased to welcome you as a policyholder.

Your motor insurance is made up of four documents.

- This insurance booklet
- The schedule, which shows any endorsements applying to your insurance
- The certificate of motor insurance
- The proposal form or statement of insurance

You should read all these documents and keep them in a safe place.

We have agreed to provide cover based on the information you gave in the proposal form or statement of insurance. If you know or believe that any of this information is incorrect or missing, please tell your insurance adviser immediately. If you do not give us full and accurate information, your insurance may not be valid and we could refuse to pay any claim. If you need a copy of the proposal form or statement of insurance, please ask your insurance adviser.

We have done everything possible to make your documents straightforward and you should find them easy to follow. The guidance notes on each page will help you understand your cover. If you have any questions, please call your insurance adviser. You will also find useful advice on how to make a claim and what you can do if you are not happy with our service.



## **Vehicle insurance**

You have taken out insurance with us (Trinity Lane Insurance Company Limited). This document gives details of the insurance contract, which is legally binding.

We have used the information you have given us in the declaration and either the proposal form or statement of insurance.

We have agreed to insure you under the terms, conditions and exceptions in this document, and any endorsements relating to it. You must have paid the premium shown in the schedule to be covered under this policy.

We are authorised and regulated by the Malta Financial Services Authority under the Insurance Business Act 1998 to carry on the business of general motor and accident classes of insurance, and we are also regulated by the Financial Services Authority to carry on our business in the UK.

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## Definitions

**Accessories** – parts of your vehicle which do not directly relate to its function as a motor vehicle. If your vehicle is a motor caravan, we include fixtures, fittings, furnishings and furniture in this definition.

**Annual mileage limit** – the maximum number of miles that your vehicle is allowed to be driven in any one year of insurance.

**Annual premium** – the premium we charge to provide you with cover for a period of 12 months.

**Certificate of motor insurance** – the legal document used as evidence that you have the insurance needed by law. This document shows the insured vehicle, who can drive it, and the purposes for which it can be used.

**Endorsement** – a change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule. Each endorsement has its own number.

**Excess** – the amount you have to pay towards any claim under this insurance as shown on your schedule.

**In-vehicle entertainment and navigation equipment** – permanently fitted radios, MP3 players, cassette, CD or minidisc players (including their speakers), and navigation equipment. We do not cover citizens' band (CB) radios, telecommunications equipment (for example, a hands-free kit) and portable items such as cassette tapes, CDs, minidiscs or any other music-storage equipment.

**Market value** – the cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.

**Period of insurance** – the length of time covered by this insurance as shown in the schedule.

**Retail customer** – an individual who is acting for purposes which are outside his or her trade, business or profession.

**Thatcham Centre** – The world's leading automatic research and technology centre. They aim to improve safety and security, and provide the automotive and insurance industries with valuable commercial information.

**The schedule** – details of the sections of this insurance document which apply to you.

**Trinity Lane Glassline** – our approved glass repairers.

**Unattended** – when you or any passengers are not sitting in your vehicle.

**United Kingdom** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**We, us, our** – Trinity Lane Insurance Company Limited.

**You, your** – the insured person named in the certificate of motor insurance and the schedule.

**Your vehicle, your motor vehicle** – the insured vehicle shown in the schedule.

You should read the policy, schedule and certificate of motor insurance and any later endorsements as if they are one document. Any word or expression that we have defined in the policy, schedule or certificate of insurance will have the same meaning wherever it appears.

## Cover

The cover you have chosen is shown in your schedule. We have divided your cover into different sections.

**1 Comprehensive** – if you choose comprehensive cover, all the sections of this document apply.

**2 Third party, fire and theft** – if you choose third party, fire and theft, sections 1, 2, 3, 5, 6, 11, 13, 14 and 15 only will apply. The cover under section 5 is limited to loss or damage caused by fire, theft or attempted theft.

**3 Third party only** – if you choose third party only, sections 1, 2, 3, 11, 13, 14 and 15 only will apply.

**4 Fire and theft only** – if you choose fire and theft only, sections 5, 6, 13 and 15 only will apply. The cover under section 6 is limited to loss or damage caused by fire, theft or attempted theft. (You can only have this cover if you keep your vehicle in a locked garage and it is not being used by anyone.)

**5 Off-the-road cover** – if you choose off-the-road cover, sections 4, 5, 6, 13 and 15 only will apply. The cover under section 6 is limited to loss or damage caused by fire, theft or attempted theft.

If the insurance is not in one person's name, section 9 is cancelled. The general conditions and exceptions apply to all sections of the insurance.

## Use

Your vehicle will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements.

## Section 1

Liability to others

What we cover

Using your vehicle

We will cover any payments that have to be made by law for:

- death of or injury to another person; or
- damage to other people's property;

as a result of an accident arising from your vehicle being used.

### Other drivers using your vehicle

**We will cover you for the following:**

- another person using your vehicle with your permission, as long as this is agreed on your certificate of motor insurance. They will be covered for death of or injury to other people, or damaging other people's property. Any passenger in your vehicle will also be given this cover, including while they are getting into or out of the vehicle.
- if we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

### Business use

- if your certificate of motor insurance includes business use, we will cover your employer if an accident happens when your vehicle is being used on business.

### Legal personal representatives

- if anyone covered by this insurance dies, we will deal with any claim made against their estate as long as the claim is covered by this insurance.

## Exceptions to section 1

### What we do not cover:

- a anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.
- b anyone who is covered by other insurance.
- c the death of or injury to the driver.
- d damage to, loss of use of, or any other loss to:
  - any motor vehicle which is covered under this insurance;
  - any property you or anyone else driving the vehicle owns or is looking after; and
  - any trailer, caravan or vehicle towed by or attached to your vehicle.
- e death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- f payment of more than £5 million (including legal costs) for damage to other people's property arising from any one claim or series of claims arising from one cause.

## Section 2

### Legal costs

#### What we cover:

We will provide a legal representative to advise and represent anyone covered under section 1, if that person faces proceedings for manslaughter or causing death by dangerous driving.

#### What we do not cover:

- a costs covered by another insurance policy.
- b proceedings where the driver is under 21 at the time of the accident.
- c proceedings where the driver was under the influence of alcohol or any drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction) at the time of the accident.

Our cover under this section is limited to £5,000 in any one year of insurance. We can settle any claims by paying you £5,000, less the costs that have already been paid.

## Section 3

### Towing

#### What we cover:

We will extend section 1 to cover you while your vehicle is towing a caravan, trailer or broken-down vehicle, any of which must be attached securely to your vehicle in line with the manufacturer's recommendations.

#### What we do not cover:

We will not cover damage or loss to the caravan, trailer or broken-down vehicle, or their contents.

## Section 4

### Damage to your vehicle

#### What we cover:

#### This section applies to your vehicle only.

We will cover you under this section for damage to your vehicle (less any excess which applies).

We will not pay under this section for damage more specifically covered under sections 5 or 6 of this insurance.

#### We will either:

- repair or replace your vehicle; or
- refund you for the amount of loss or damage.

#### The most we will pay

The most we will pay will be the market value of your vehicle immediately before the loss or damage (including its spare parts and accessories), or the value shown on the schedule whichever is lower.

## Salvage

If your vehicle is totally destroyed or damaged so badly that cost of repairs will be equal to or more than the value of your vehicle as shown on the schedule, we will agree with you to either:

- a pay you an amount of cash equal to the agreed value or market value, with the salvage becoming our property; or
- b pay you an amount of cash equal to 80% of the agreed value or market value, with the salvage remaining your property.

We will only settle a claim under option b if the motor engineer we ask to assess the damage to your vehicle agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

## Section 5 – Fire and theft cover

### Loss or damage to your vehicle by fire or theft

#### What we cover:

This section applies to your vehicle only.

We will cover you under this section if the loss or damage to your vehicle is caused by fire, theft or attempted theft (less any excess which applies).

We will also provide cover for damage to accessories while fitted to your vehicle or while they are in your locked private garage. We will not pay more than £500 (less any excess which applies) for damage to accessories while they are in your locked private garage. The value of the accessories must be within the maximum amount we pay.

We will not pay under this section for loss or damage more specifically covered under section 6 of this insurance.

#### We will either:

- repair or replace your vehicle; or
- refund you for the amount of loss or damage.

#### Theft of keys

If the keys or key fob for your vehicle are stolen, we will pay the cost of replacing:

- the keys or key fob;
- the door locks or boot lock (or both); or
- the ignition and steering lock.

We will also pay the cost of recoding or, if necessary, replacing any alarm system your vehicle has.

The most we will pay as a result of theft of keys or key fob (including recoding and replacing the alarm system) is £500 for any one incident.

### **The most we will pay**

The most we will pay will be the market value of your vehicle immediately before the loss or damage (including its spare parts and accessories), or the value shown on the schedule whichever is lower.

### **Salvage**

If your vehicle is totally destroyed or damaged so badly that the cost of repairs will be equal to or more than the value of your vehicle as shown on the schedule, we will agree with you to either:

- a pay you an amount of cash equal to the agreed or market value, with the salvage becoming our property; or
- b pay you an amount of cash equal to 80% of the agreed or market value, with the salvage remaining your property.

We will only settle a claim under option b if the motor engineer we ask to assess the damage to your vehicle agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

## **Section 6**

### **Loss of or damage to in-vehicle entertainment and navigation equipment**

#### **What we cover:**

We will cover you under this section for loss of or damage to in-vehicle entertainment and navigation equipment that is permanently fitted to your vehicle.

The most we will pay to replace or repair the equipment is the market value at the time of loss or damage. We will only pay up to £400, less any excess which applies.

## Exceptions to sections 4, 5 and 6

### What sections 4, 5 and 6 do not cover:

- a damage to or theft of phones or two-way radios.
- b an amount of money to compensate you for not being able to use your vehicle and any other expenses you have to pay because of this.
- c loss of value, and wear and tear.
- d any reduction in the value of your vehicle, including loss of value following damage whether the vehicle was repaired or not.
- e damage to tyres caused by braking, punctures, cuts or bursts.
- f damage caused by frost unless you took reasonable precautions.
- g the cost of repairing or replacing parts of the vehicle which improve your vehicle beyond its condition before the loss or damage happened.
- h the cost of repairing or renewing areas which were not damaged in the incident you are claiming for.
- i the loss of, or damage to, your vehicle as a result of fraud or deception or by using some form of counterfeit (false) payment which a bank or building society will not authorise.
- j the amount of any excess shown in your schedule and in section 8 of this document.
- k mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakages.
- l loss or damage when your vehicle is left unattended if the last person in charge of your vehicle before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive.
- m loss or damage arising from theft or attempted theft when your vehicle is left unattended:
  - if the ignition keys are left in or on your vehicle;
  - unless all of the doors, windows and other openings of your vehicle have been closed and locked; or
  - if an alarm or electronic immobiliser is fitted to your vehicle and has not been set or is not working properly.
- n loss or damage resulting from your vehicle being repossessed by, or returned to, its rightful owner.
- o loss or damage caused intentionally by you or any member of your family, or loss or damage someone else causes with your permission or encouragement.
- p loss or damage caused by using an inappropriate type or grade of fuel in your vehicle.
- q any trailer, caravan or other vehicle towed by or attached to your vehicle.
- r loss or damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- s Damage to your motor vehicle, including fire and theft, when the damage results in the person in charge of the motor vehicle being convicted of an offence involving drink or drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction), or an equivalent offence under the laws of other countries where this insurance provides cover. The cover we provide for an accident is limited to the minimum cover needed to meet the relevant law.
- t Damage by livestock. There is no cover for any damage to the vehicle caused by livestock.

## Section 7

### Repairing and replacing glass

#### What we cover:

If you have comprehensive cover, you can claim for damage to the glass in your vehicle's windscreen, windows or sunroof.

- if you ask Trinity Lane Glassline to arrange to replace the glass, you will have £1000 cover and you will only have to pay the first £90 of each claim for a replacement. (If Trinity Lane Glassline cannot arrange the replacement or repair, you will still have £1000 cover but you will have to pay the first £125 of the replacement cost).
- if you agree with Trinity Lane Glassline to repair rather than replace the glass, you must pay the first £20 of the repair cost.
- if you do not ask Trinity Lane Glassline to arrange the replacement or repair, you must pay an excess of £125.
- as long as there is no other damage to your vehicle, any claim we pay under this section will not affect your no-claims discount.
- any other excess we mention in this document will not apply to claims for repairing or replacing glass.

### Repairing and replacing glass

#### What we cover:

If you have comprehensive cover, you can claim for damage to the glass in your vehicle's windscreen, windows or sunroof.

If you ask Trinity Lane Glassline to arrange to replace the glass, you will have £1,000 cover and you will only have to pay the first £90 of each claim for a replacement. (If Trinity Lane Glassline cannot arrange the replacement or repair, you will still have £1,000 cover but you will have to pay the first £125 of the replacement cost).

If you agree with Trinity Lane Glassline to repair rather than replace the glass, you must pay the first £20 of the repair cost.

If you do not ask Trinity Lane Glassline to arrange the replacement or repair, you must pay an excess of £125.

As long as there is no other damage to your vehicle, any claim we pay under this section will not affect your no-claims discount.

Any other excess we mention in this document will not apply to claims for repairing or replacing glass.

## Section 8

### Excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person

(including you) is driving, or is in charge of the vehicle, you will have to pay the first part of the cost as shown below.

Drivers' excess

Under 21	£1000
Aged 21 to 24	£250
Aged 25 or over but not holding a full driving licence issued in the United Kingdom	£250
Aged 25 or over and holding a full driving licence issued in the United Kingdom, but having held it for less than a year	£250

These amounts are on top of any other excess shown on your schedule that you may have to pay.

## Section 9

### Personal accident benefits

#### What we cover:

If you, or your husband, wife or civil partner, are injured or die within three months of an accident in your vehicle, and as long as the accident is the only cause of the injury or death, we will pay the following amounts.

a for death	£2,500
b for loss of any limb (arm or leg)	£2,000
c for permanent blindness in one or both eyes	£2,000

This cover also applies when you or your husband, wife or civil partner are travelling in, or getting in or out of, any other private motor vehicle.

The most we will pay for anyone following one accident is £2,500.

We will make this payment to you or your legal representative.

If you or your husband or wife has any other insurance contract with us, we will only pay out under one contract.

#### What we do not cover:

- anyone who is 70 or older at the time of the accident.
- death or bodily injury caused by suicide or attempted suicide.
- incidents unless the insurance is in one person's name.
- anyone who was under the influence of alcohol or any drug (prescribed or otherwise) at the time of the accident.
- death or injury if you make a claim under section 1.

## **Section 10**

### **Personal belongings**

#### **What we cover:**

We will pay up to £100 for personal belongings in your vehicle if they are stolen or damaged.

#### **What we do not cover**

- a trade goods or samples or any equipment to do with your work.
- b money, stamps or documents.
- c navigation equipment or any audio equipment, cassettes, records, CDs, minidisks or any other portable music-storage equipment.
- d phones or two-way radios.
- f property insured under any other insurance contract, or property you have not reasonably protected.

This section only applies once for each event.

## **Section 11**

### **Foreign travel**

#### **What we cover:**

#### **Geographical limits**

Other than the minimum cover you need to meet the laws relating to compulsory motor insurance in the European Union, your insurance only applies in the United Kingdom.

### **Automatic cover**

We will extend your insurance to provide the cover shown on your schedule in the following countries for up to seven days in any one insurance year. Cover is also included while your vehicle is being transported to these countries by rail or by a recognised sea route which takes less than 65 hours.

- a any country which has entered into an agreement with the European Commission
- b Croatia
- c Iceland
- d Liechtenstein
- e Norway
- f Switzerland
- g Monaco
- h Andorra
- i San Marino
- j Vatican City

If you stay in any of these countries for longer than seven days without our permission, we will reduce your cover to the minimum you need under European Union directives on motor insurance while your vehicle is in any of the countries shown above.

### **Extended cover**

If we agree beforehand, you may extend your insurance to apply to certain other countries covered by the International Green Card System. (This is mainly a European system to make sure that third-party victims of road traffic accidents do not suffer financially if their injury or any damage to their vehicle is caused by a visiting motorist rather than one who lives in the country where the incident happened.) If the cover under sections 4, 5 and 6 has been extended to apply abroad, we will also cover any foreign customs duty you have to pay as a direct result of the loss of, or damage to, your vehicle.

## Section 12

### Medical expenses

#### What we cover:

If there is an accident involving your vehicle, we will pay up to £250 for each person to cover the medical expenses of anyone who is injured while they are in your vehicle.

## Section 13

### Cancelling this insurance

Cancelling during the initial period of cover – ‘retail customers’ only

If you have entered into this contract of insurance as a retail customer (see the ‘Definitions’ section), you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

You must return your certificate of motor insurance to us or your insurance adviser as part of your notice of cancellation.

If you choose to cancel the insurance policy during this initial period of cover, you will have to pay a proportion of the premium you paid for the period of time you have had insurance cover. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, to cover their costs.

### Cancellation by us

If you have chosen to pay your annual premium by instalments and do not cancel the insurance policy, you must continue to pay the instalments for your policy or we will cancel your cover and end the insurance policy. We or your insurance adviser will send you seven days’ notice to your last known address. If you return the certificate of motor insurance to us, we will refund the part of your premium which applies to the period of the insurance you have left. If we or your insurance adviser cancel this insurance because you have not paid the full premium, we will work out the refund using the rates shown below. We will not give a refund if anyone has made a claim in the current insurance period.

### Cancellation by you

You can cancel this insurance after the initial period of cover set out in ‘Cancelling during the initial period of cover – ‘retail customers only’ by sending back your certificate of motor insurance and schedule to us or your insurance adviser. If you have not made any claims in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered using the rates shown below. We will refund any amount we owe you.

If the policy is a limited mileage policy – please refer to the schedule.  
Period of time you had the cover, and the proportion of the premium you will be refunded.

Up to one month	70%
Up to two months	60%
Up to three months	50%
Up to four months	40%
More than four months	0%

We will only make a refund after the initial 14-day period if your annual premium for each vehicle is more than £100.

If the policy is not a limited mileage policy

Period of time you had the cover, and the proportion of the premium you will be refunded.

Up to one month	75%
Up to two months	70%
Up to three months	50%
Up to four months	40%
Up to six months	30%
Up to eight months	10%
More than eight months	0%

We will only make a refund for any reason above after the initial 14-day period if your annual premium for each vehicle is more than £100.

## Section 14

### No-claims bonus

If nobody makes a claim under your insurance during the insurance period, we will give you a discount when you renew your insurance.

The discount you receive will depend on the no-claims bonus scale we are using when you renew your insurance.

If a claim is made in any insurance period, we will reduce the discount you receive. If you make two or more claims in any one period of insurance, you will lose all your no-claims bonus.

If more than one vehicle is covered by this insurance, we will assess each vehicle individually.

Your no-claims bonus will not be affected if you only claim for a broken windscreen or windows.

You cannot transfer your no-claims bonus to someone else.

### **Protected no-claims bonus**

Depending on certain conditions, you may be able to protect your no-claims bonus if you pay an extra premium. Your no-claims bonus is only protected if this is shown on your schedule.

If your no-claims bonus is protected, we will not reduce it if you do not make more than two claims during any five years of insurance. If you make three or more claims during any five-year period, we will reduce the discount you receive.

## **Section 15**

### **Extra benefits and general information**

#### **Vehicle servicing and vehicle parking**

Under the terms and conditions of this policy, apart from any limits to the way your vehicle is used and driven, we will protect you against loss or damage while your vehicle is in the custody or control of:

- a motor garage or other similar business, not owned by you, which has your vehicle for maintenance, repairs, an MOT or servicing; or
- a hotel, restaurant or similar business, not owned by you, where your vehicle has been parked for you.

#### **Personalised number plates**

If your vehicle is stolen and not recovered, or is so badly damaged that it would not be financially worthwhile to repair it, you should contact the Driver and Vehicle Licensing Agency (DVLA) as soon as possible to arrange to transfer the number plate to a replacement vehicle. If you do not contact the DVLA, this could delay your claim.

## **Automatic renewal**

If you pay your premium in instalments, we or your agent will automatically renew your policy. This saves you having to contact us or your agent before the renewal date. Before your cover ends, we or your agent will write to you with full details of next year's premium and policy terms.

If you do not want to renew this policy, simply tell your agent that you do not want to renew it and return any certificate of motor insurance that has been issued.

If you return the certificate of motor insurance after the renewal date, we will cancel this policy in line with section 14. If we decide not to renew your policy, we will write to you before the renewal date.

Detecting and preventing fraud and confirming claims history.

To keep premiums as low as possible for all our customers, we take part in a number of schemes to help prevent and detect crime, especially fraud. This involves adding details of all our policies and claims we receive to different systems and registers.

To detect and prevent insurance-related fraud, we may:

- share information about you with other companies within our group or those providing services to us; and
- check or file your details with fraud-prevention agencies, systems and registers, and if you give us false or inaccurate information or we suspect fraud, we will record this too.

We and other organisations may also use and search these agencies, systems and registers to:

- help make decisions about the insurance, credit and related services we provide and manage for you and members of your household;
- trace people or organisations we owe money to, recover debt, prevent fraud and manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you supply other satisfactory proof of your identity; and
- make credit searches and other fraud searches.

If you have any questions, or if you would like more information about this notice, please contact:

**Data Protection Officer**  
**Trinity Lane Insurance Company Limited**  
**Aviation Park**  
**Civil Aviation Avenue**  
**Luqa LQA 9023**  
**Malta.**  
**E-mail: [info@heritage.com.mt](mailto:info@heritage.com.mt)**  
**Website: [www.trinitylane.co.uk](http://www.trinitylane.co.uk)**

**You can also contact:**  
**Information Commissioner's Office**  
**Wycliffe House**  
**Water Lane**  
**Wilmslow**  
**Cheshire**  
**SK9 5AF.**  
**Phone: 01625 524 510**  
**E-mail: [mail@dataprotection.gov.uk](mailto:mail@dataprotection.gov.uk)**  
**Website: [www.ico.gov.uk](http://www.ico.gov.uk)**

Under the Data Protection Act 1988, you have the right to ask for a copy of the information we hold about you. We make a small charge for this service. We can give you details of all the systems and registers we use, and where we send personal information to, if you ask.

**Fraudulent, false and exaggerated claims**

Fraudulent, false and exaggerated claims increase premiums for our policyholders. We will not pay a claim if:

any part of it is fraudulent, false or exaggerated;

you, or anyone acting for you, make a claim in a fraudulent or false way; or we have been given any documents which are false or stolen.

We will also do everything possible to recover our costs in such circumstances. We will also cancel your policy but will not return any premium.

## General exceptions

These exceptions apply to the whole insurance

Your insurance does not cover the following:

- a any liability to others, or loss of or damage to any vehicle covered by this insurance, when the vehicle is being used in any of the following ways.
  - driven by or in the charge of anyone who is driving without your permission or is not included as a driver in the certificate of motor insurance or who is excluded by an endorsement.
  - in the charge of anyone who is disqualified from driving, or who has not held a driving licence, or who by law is prevented from holding or getting a driving licence.
  - being driven in a way not covered by the driver's licence (such as a learner driving without anyone else in the vehicle).
  - being used outside the United Kingdom, unless it is allowed by section 11.
  - being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield).
  - being driven in an unsafe, unroadworthy or damaged condition or without a valid MOT or Single Vehicle Approval certificate when one is needed. (The Single Vehicle Approval Scheme involves inspecting cars and light-goods vehicles, before registration, which have not been designed or built to British or European safety and environmental standards).
  - being driven with a load or a number of passengers which makes it unsafe to drive, or which is heavier or greater than the manufacturer's recommendations.
  - carrying an insecure load (such as a heavy load that is not properly tied down).
  - towing a trailer which is unsafe or has an insecure load.
  - being used for a purpose that it is not insured for. (As long as you do not make a profit, your employer can pay an allowance for the number of miles you drive, or a passenger can contribute towards the cost of fuel).
  - being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not your vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended).
- b any result of war, revolution or any other similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.

- c any loss or damage caused by:
  - an earthquake; or
  - a riot in Northern Ireland or outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
- d any liability you have accepted by agreement or contract, unless that liability would have existed without the agreement.
- e any loss or damage caused directly or indirectly by:
  - ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- f loss or damage caused by pressure waves from aircraft or flying objects.
- g loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- h any liability to others, or loss or damage if your vehicle has driven more than the annual mileage limit shown in the schedule.
- i any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 4, 5, 6 and 7 of this policy.

## General conditions

### These conditions apply to the whole insurance

- a we will only provide the cover described in this insurance under the following circumstances.
  - anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
  - the information you gave on the proposal form, or on the statement of insurance and any declaration, is true and complete. If we find that you have not given us accurate information, we may not pay your claim or your insurance may not be valid.
  - 'Your vehicle' means any vehicle you have told us about and that we have agreed to cover. The vehicle must be your property and registered in your name. If you change the vehicle covered by this insurance or get an extra vehicle which you need cover for, you must tell us in writing beforehand.

**We will only provide cover if you have paid the premium.**

- b if you make a claim which you or anyone acting for you knows is false or exaggerated, or if you give us incorrect information or fraudulent documents, we will not pay any part of the claim, your cover under this insurance will not be valid, and you will lose any premium you have paid.
- c after any incident which could lead to a claim, tell us immediately by phone or in writing (contact details are at the end of this document). If any incident involves theft, attempted theft or vandalism, you must also report this to the police as soon as you discover the incident.
- d you must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters – send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you or any other person covered by this insurance has an accident or loss, you or any other person covered by this insurance must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- e we are entitled to take full control of any claim and we must be given whatever information and help we need. You or any other person covered by this insurance must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name or in the name of any other person covered by this insurance.
- f if an annual mileage limit applies and you go over the limit shown on your schedule during the current period of insurance, your cover under this insurance will not be valid.
- g if, under the law of any country which this insurance covers you in, we have to settle a claim which we would not otherwise have paid, you or the person who made the claim must pay this amount back to us.
- h if your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your vehicle is an imported vehicle and we have agreed to cover it, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay for the cost of importing any part or accessory needed to repair your vehicle.
- i if your vehicle is under a hire-purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- j if there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay the difference between that provided by the other insurance and the total cost of the loss, damage or liability, if the total cost is more. This condition

does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.

- k you must take all reasonable steps to keep your vehicle in a roadworthy condition at all times, and protect your vehicle and its contents from loss or damage. You must lock your vehicle when you leave it, and set any alarm, immobiliser or other security equipment. We can examine your vehicle at any reasonable time.
- l if you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must arrange for your vehicle to be taken to the nearest competent repairer and we will accept any reasonable costs as part of your claim. We will not pay for any further damage you cause if you try to drive your vehicle after the accident. When your vehicle is with the repairer, you must arrange for the repairer to send us a detailed estimate for the cost of repairs immediately.

One of our approved assessors must inspect your vehicle before any repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the estimate for the cost of repairs is unreasonable, we may negotiate a lower estimate, pay for any emergency work that has been carried out so the vehicle could be used, or move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.

- m if we choose, we may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of your vehicle.
- n you cannot transfer this insurance to anyone else.
- o if you pay your premium by instalments and we have received a deposit premium from you, if we do not then receive the first instalment when it is due, we will send you seven days' notice of cancellation even if you have separate credit arrangements with your insurance adviser. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately. You must return the current certificate of motor insurance. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe before making a claim. We will have the right to take any premium you owe from the amount of the claim.
- p you must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or it may not cover you at all. If you are not sure whether any facts are important, please

ask your insurance adviser. Here are some examples of changes you should tell us about.

- a change of vehicle - including getting an extra vehicle. We will need full details of your new vehicle, which must include information about the country in which it was first registered if not in the United Kingdom.
  - a change in the way you use your vehicle (for example, you become a taxi driver).
  - a change of address.
  - a change of occupation, including any part-time work.
  - convictions and prosecutions.
  - a change in the main driver of the vehicle.
  - details of drivers using the vehicle who you have not told us about before.
  - details of any medical conditions that you or anyone who will drive the vehicle has developed.
  - all changes you make to your vehicle, if these make your vehicle different from the manufacturer's standard specification.
  - the sale or change of any other vehicle you own or are the main user of.
  - a change to the annual mileage limit (if this applies) that you need.
  - a change to the place where you usually keep your vehicle.
- q this insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.
- r we have the right to find out the mileage reading of your vehicle. You must give us all the help and information we need and provide written evidence to prove the distance recorder reading of your vehicle, if we ask for this. We can examine your vehicle at any reasonable time.
- s unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance, we will apply English law. We will not make any payments that are awarded by a court in a country outside the United Kingdom unless your cover has been extended to that country under section 11 of this insurance.

## Reporting accidents

### What to do if you have an accident

**The following is a list of what you should and should not do if you have to make a claim.**

- a do not drive away. You must stop if any person has been hurt, or if any vehicle or property has been damaged.
- b ask for the names and addresses of any other drivers or pedestrians involved.

If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.

- c if the accident damaged another vehicle or property, you must give your name, address and vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- d write down the names and addresses of any witnesses.
- e draw a diagram of the scene. Show as much detail as possible, including:
  - the position of all the vehicles before and after the accident;
  - the speeds and distances;
  - road names and layout;
  - where witnesses were standing;
  - any obstructions to your or other road users' view; and
  - anything that could be relevant to the accident (such as weather conditions).
- f do not admit you were at fault in any way or offer to make a payment. If any other person does this, remember to report it to us.
- g you must report all accidents to us immediately. You can phone if necessary. You must also send us a report form. You need to answer all the questions on the form, then sign and date it and return it to us.
- h if you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us immediately about any prosecution, coroner's inquest or fatal accident enquiry involving any person covered under this insurance.
- i we cannot guarantee to provide a courtesy vehicle for you.

## **How to make a claim**

### **You must report the accident immediately to us.**

If you need to tell us about an incident involving damage to or loss of your vehicle, please phone us immediately on 0800 218 2066.

You should phone this number even if your policy does not cover the damage.

If you ask us to repair your vehicle, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

### **We promise to:**

- do our best to sort out your claim with as little paperwork as possible; and
- start the repairs as soon as possible.

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

## **Travelling outside the UK**

If you are travelling abroad and you need to let us know about a claim, please contact your insurance broker or agent, or phone us direct on 0800 2182066.

## **Accidents abroad**

You will need to fill in a statement of facts (Constat Amiable D'Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing the statement, make sure that you have ticked the relevant boxes and that your comments and diagrams are correct.

You will get a copy of this statement and you should send this to us as soon as possible.

This document can be legally binding in certain countries so you should not sign anything you do not understand.

Your policy does not provide for roadside assistance if your vehicle breaks down. Any European breakdown policy you may have in force can arrange for your vehicle to be taken to one of their approved roadside recovery agents. In some circumstances, the local police will arrange for your vehicle to be removed from the roadside.

## Customer Care

### About our service

We, Trinity Lane Insurance Company Limited, are licensed to provide general insurance by the Malta Financial Services Authority. Our UK business is also regulated by the Financial Services Authority.

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, please contact the insurance adviser who arranged the insurance for you.

If you are still not satisfied after contacting your adviser, you should write to the Customer Services Co-ordinator at:

Trinity Lane Insurance Company Limited

Aviation Park

Civil Aviation Avenue

Luqa LQA 9023

Malta.

Phone: 00356 22 489 100

When you do this, please quote your insurance document number as it will help us deal with your complaint quickly.

If your complaint is about the way your insurance cover is managed, or about the actual policy should contact:

The Financial Ombudsman Service

Customer Contact Division

South Quay Plaza II

183 Marsh Wall

London

E14 9SR

Phone: 0845 080 1800

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

## **Financial Services Compensation Scheme (FSCS)**

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and the FSCS will pay 90% of the rest of the claim. For compulsory classes of insurance (such as motor insurance), the FSCS will pay the claim in full. You can get more information about the compensation scheme arrangements from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

We are authorised and regulated by the Malta Financial Services Authority to carry on our general insurance business in the UK.

Trinity Lane Insurance Company Limited is registered in Malta – registration number C40137. Registered office: No. 7, Block A, Ground Floor, Aviation Park, Civil Aviation Avenue, Luqa LQA 9023, Malta.

## **Endorsements**

### **Endorsement 1**

#### **Overnight garage**

If your vehicle is parked and unattended within one kilometre (0.6 miles) of:

- your home; or
- any other address, if we have agreed to that address;

it must be in a garage between 10pm and 6am, or you will not be covered under sections 4, 5 and 6.

### **Endorsement 2**

#### **Permanent fixtures and fittings**

Despite anything in this document that says otherwise, the indemnity we provide under section 4 and 5 is extended to cover the cost or repairing or replacing permanent fixtures on or in your vehicle.

### **Endorsement 3**

#### **Limited mileage**

If you have received a reduced premium in return for limiting the insured vehicle's annual mileage during any one period of insurance to a limit set out in the policy schedule, you should tell us immediately if you go over the mileage limit. If you do not tell us, you will not be covered under this insurance.

### **Endorsement number 4**

#### **Protected no-claims bonus**

When this endorsement applies, we will not pay the first £50 for any claim under sections 4, 5 and 6 of this document. This amount is on top of any other excess shown in the schedule of this document, or any other excess that applies to sections 4, 5, 6 and 8.

### **Endorsement 7**

#### **Tracking**

We will not pay for any theft claim under sections 4, 5 and 6 unless you have an anti-theft electronic tracking device fitted to your vehicle, and which will be set and working at all times.

### **Endorsement 8**

#### **Motor caravans**

Section 10 (Personal belongings) of your document is deleted and replaced by the following wording.

We will pay up to a total of £1,000 for awnings, gas cylinders and generators, or up to £2,000 for personal belongings, linen, cutlery, utensils, furnishings, clothing and other camping equipment, used in connection with your vehicle if they are lost or damaged as a result of accident, fire, theft or attempted theft involving your vehicle.

The most we will pay in total under this extension for any single article is £1,000. The most we will pay in total under this section is £2,000.

**This cover does not apply to:**

money, stamps, tickets, documents, securities, jewellery, furs or bicycles; goods or samples connected with your work; and loss or damage while the motor caravan is not occupied by any person unless all of its doors and windows have been left securely closed and locked.

If this endorsement applies, you must keep to the following conditions.

- a you must keep a suitable fire extinguisher in your vehicle.
- b hiring out or lending out the vehicle to any person is not covered by this insurance.

**Endorsement 12****Medication**

If the person named against this endorsement number is driving any insured vehicle when it is involved in an accident, and the accident is caused or contributed to by that person not taking any prescribed treatment properly or reporting for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover to meet the relevant law.

**Endorsement 15****Modified vehicle**

Under the exceptions in sections 4, 5 and 6, we will cover the modifications we have been told about on a like-for-like basis.

**Endorsement 16 – Immobiliser (category 2)**

We will only provide theft cover under sections 4, 5 and 6 if you keep the immobiliser (Thatcham-approved category 2) in effective working order. You must activate the immobiliser when you are not using the vehicle. If you do not do so, you will lose the cover for theft.

**Endorsement 17 – Alarm and immobiliser (category 1)**

We will only provide theft cover under sections 4, 5 and 6 if you keep the immobiliser and alarm (Thatcham-approved category 1) in effective working order. You must activate the immobiliser when you are not using the vehicle. If you do not do so, you will lose the cover for theft.

**Endorsement 18 – Fitted immobiliser**

We will only provide theft cover under sections 4, 5 and 6 if you keep the immobiliser in effective working order. You must activate the immobiliser when you are not using the vehicle. If you do not do so, you will lose the cover for theft.

**Endorsement 19 – Sold Secure lock**

We will only provide theft cover under your policy if you fit the Sold Secure-approved lock to the vehicle when you are not using the vehicle. If you do not do so, you will lose the cover for theft.

**Endorsement 20 – No refund of premium**

Under section 13 ('Cancelling this insurance') of the policy booklet, we will not refund your premium if you cancel the policy.

**Endorsement 21 – Sold Secure Ground Anchor**

We will only provide theft cover under your policy if you fit the Sold Secure-approved Ground Anchor to the vehicle when your vehicle is at the home address and not in use. If you do not do so, you will lose the cover for theft.





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