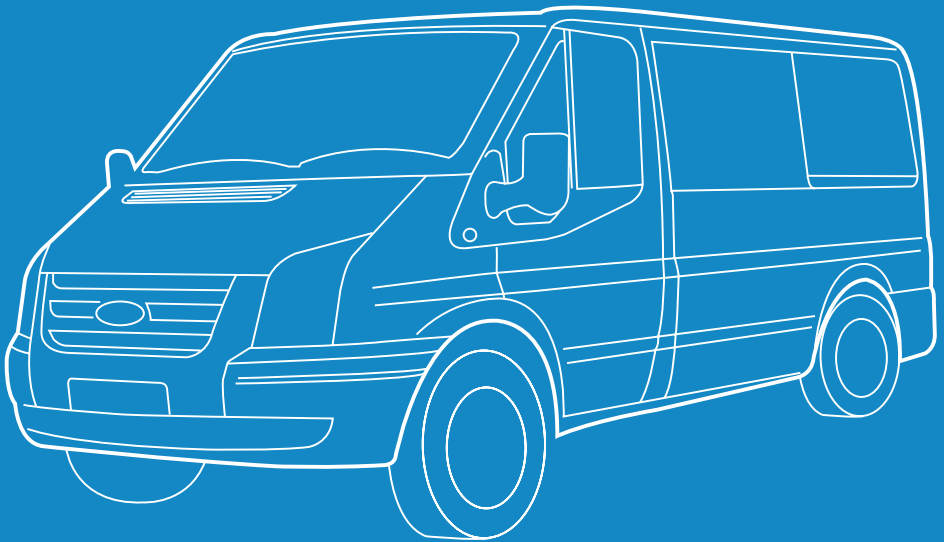


# Commercial Vehicle Excess Protect Insurance Policy



In the event of a claim please call:

**0800 587 2976**



TRINITY  
LANE



# About your Insurance

This insurance is underwritten by Trinity Lane Insurance Company Limited. In respect of you having purchased commercial vehicle Excess Protect insurance, we agree to indemnify you in accordance with the terms, exclusions and conditions set out below.

Trinity Lane Insurance Company Limited is authorised and regulated by the Malta Financial Services Authority.

## **Law applicable to this policy**

Unless we have agreed otherwise this policy is subject to English Law.

# Cancellation

We hope that you are happy with the cover on this policy. However, if you are unhappy with the policy after reading through the documentation, you have a 14 day Cooling Off period in which you can cancel the policy and receive a return of premium. To do this, contact your Broker. You can also cancel the policy after this Cooling Off period, however, no return of premium will be allowed.

This policy is to run for one year unless we agree to renew your policy from the expiry date. We will not be obliged to offer a renewal of the policy. We may cancel the policy at any time by sending you 7 days notice to you at your last known address.

## Customer Service

To cancel this policy or make any other changes please contact your Broker. Contact details to make a claim can be found in the Claims section of this document.

## Eligibility

Your Motor Insurance Policy must be current and valid and provided by an FCA regulated and authorised United Kingdom insurer.

You must be a permanent resident in the British Islands (England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands) to qualify for cover under this policy.

# Definitions

The meaning of certain words or phrases in this Policy.

**You/Your** – means the individual whose name appears at the top of the Schedule of Insurance or confirmation of coverage document.

**We/Us/Our** – means Trinity Lane Insurance Company Limited.

**Broker** – means the Broker that you purchased your policy from.

**Excess** – means the amount you must pay in the event of a claim under the terms of Your Motor Insurance Policy.

**Limit of Cover** – means the total amount which the we will pay to you under this policy during the Period of Insurance. The amount is specified on your schedule of insurance.

**Motor Insurance Policy** – means the insurance policy covering your Motor Vehicle. This must be issued by an insurance company authorised by the Financial Conduct Authority to write motor insurance in the United Kingdom.

**Motor Insurer** – means an insurance company authorised by the Financial Conduct Authority to write motor insurance in the United Kingdom.

**Motor Vehicle – the insured vehicle shown in the schedule which;**

- Is capable of carrying no more than 9 persons (including the driver)
- Does not weigh more than 7.5 tonnes
- You are the owner of or authorised to drive under your Motor Insurance Policy

**Named Driver(s)** – means drivers other than you who are permitted to drive under the terms of Your Motor Insurance Policy.

**Period of Insurance** – the length of time that your policy is active for, which is stated on the Schedule of Insurance.

**Schedule of Insurance** – this contains the name of the policyholder and gives details of the cover provided by this policy, such as the policy excess.

# Cover

## What is covered:

- a** Subject to the appropriate premium being paid, we will pay you in the Period of Insurance, an amount equal to the amount of the Excess in relation to each settled claim on your Motor Insurance Policy up to your Limit of Cover in respect of claims arising as a result of fire, theft, flood or vandalism or an accident that was your fault or partially your fault, or where within 6 months you are unable to recover your excess from a liable third party.
- b** Three Cover Limits are available; your Schedule of Insurance will show your Limit of Cover.
  - £300 in any one policy period.
  - £500 in any one policy period.
  - £1,000 in any one policy period.

## What is not covered:

- a** Any claim not covered by your main Motor Insurance Policy or where the Excess is not exceeded.
- b** Any claim notified to us more than 31 days after the settlement of your claim by your Motor Insurance Policy.
- c** Any contribution or deduction from the settlement of your claim against your Motor Insurance Policy other than the stated policy Excess, for which you have been made liable.
- d** Any claim where you are able to recover your Excess from a liable third party.
- e** Any liability you accept by agreement or contract, unless you would have been liable anyway.
- f** Any claim that is refused by your Motor Insurance Policy.
- g** Any claim arising only from replacement or repair of glass.
- h** Any claims which did not occur within the Period of Insurance.
- i** Any Motor Vehicle used for haulage.

# General conditions applicable

You must comply with the following conditions to have the full protection of your policy.

- You must have a current and valid UK driving licence, or hold a full internationally recognised licence.
- You must be a permanent resident in the British Islands (England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands)
- This policy will continue to be in force for the Period of Insurance or until you have reached your chosen Cover Limit; whichever occurs first.
- The name as stated on the Schedule of Insurance must match the lead name of the individual on the Motor Insurance Policy for which you are asking us to indemnify the Excess.
- Only when a successful claim payment under the Motor Insurance Policy is made which exceeds the Excess under the Motor Insurance Policy will you be able to claim under this policy.
- If you, or anyone acting on your behalf or with your knowledge or consent has used any fraudulent means, such as submitting falsified documents or exaggerating or inflating the costs of your claim, we will not pay that or any other claim. If any previous claims have been paid we will take legal action to recover the amount that we paid to you. We will not refund any premium.
- The Motor Insurance Policy that you have must be current and valid Insurance that is provided by an FCA regulated and authorised UK insurer.
- This policy and its Cover cannot be transferred to anyone else.
- Right of Recovery - we can take proceedings in your name but at our expense to recover for our benefit the amount of any payment made under this policy.
- If you were covered by any other insurance for the Excess payable following the incident, which resulted in a valid claim under this policy, we will only pay our share of the claim.
- Reasonable Precautions - you must take reasonable precautions to protect against loss or additional exposure to loss.
- Cover will only apply if any person making a claim has abided by the terms of both this policy and the Motor Insurance Policy.

# Making a claim

**Please call us to start your Claim on 0800 587 2976. We will then advise you of the claims process.**

In order to make a claim you will need to provide the following documentation;

- a** A copy of Your Schedule of Insurance.
- b** A copy of your settlement letter from your Motor Insurance Policy insurer, which must state the amount settled and the Excess deducted.

Claim documentation should be sent to:

Claims Department  
Trinity Lane Insurance Company Limited  
C/O Hadleigh Claims Management Ltd  
1st and 2nd Floor  
19-21 South Street  
Bishops Stortford  
Hertfordshire  
CM23 3AB  
United Kingdom

Telephone number: 0800 587 2976

Email: [claims@hadleighclaims.co.uk](mailto:claims@hadleighclaims.co.uk)

**PLEASE NOTE:** The paperwork must be sent or no claim can be made. Failure to provide the requested documentation will lead to a delay in your claim being processed.



# Customer care

## About our service

We, Trinity Lane Insurance Company Limited, are licensed by the Malta Financial Services Authority to provide general insurance.

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:

Customer Services Co-ordinator  
Trinity Lane Insurance Company Limited  
Aviation Park  
Civil Aviation Avenue  
Luqa LQA 9023  
Malta.  
Telephone number: 00356 22 489 100

When you do this, please quote the policy number shown on your certificate of motor insurance document, as it will help us to deal with your complaint promptly.

If we cannot settle the complaint to your satisfaction, you can contact:

The Financial Ombudsman Service  
Customer Contact Division  
South Quay Plaza II  
183 Marsh Wall  
London  
E14 9SR  
Telephone number: 0845 080 1800  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

We are bound by the Financial Ombudsman's decision, but you are not. Going through the complaints procedure does not affect your right to take legal action.

In the unlikely event that the complaint is still not resolved to your satisfaction after following these procedures, you may refer your complaint to the;

**Financial Ombudsman Service,**

South Quay Plaza  
183 Marsh Wall  
London, E14 9SR.  
Telephone number: 0845 080 1800.

Please note you have six months from the date of our final response in which to refer your complaint to the Financial Ombudsman. 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 FSCS provides 90% compensation for claims arising out of non-compulsory insurance. You can get more information about compensation scheme arrangements from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

For details of authorised firms visit the FCA website on [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

**Data Protection Act**

We are registered with the Data Protection Commissioner as a 'data controller'. By taking out an insurance policy with us, you agree to us collecting and using your personal information. The information that we collect from you may be stored and processed in, and transferred to, any country outside the EEA in order for us to use the information in line with this policy. By providing your information, you agree to this.

We cannot guarantee that any organisation outside the EEA will have adequate protection for personal information, but we will take all steps reasonably necessary to make sure that your information is treated securely and in line with this policy.

Under the Data Protection Act 2001, you have the right to ask for a copy of the information we hold about you. The request has to be in writing and must be signed by you.

We will provide the information free of charge and as soon as possible.

**Law applicable to this policy**

Unless we have agreed otherwise this policy is subject to English Law.



## Useful Numbers

For Household. Car, Van, Caravan and  
Motorhome insurance call **0800 369 8590**

For Motorbike insurance call **0800 089 2000**

In the event of a claim call:

**0800 587 2976**

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