

Home Excess Protect Insurance Policy



In the event of a claim please call:

0800 587 2976



TRINITY
LANE

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

You/Your – means the individual whose name appears at the top of the Schedule of Insurance.

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

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

Claims Administrator – means Hadleigh Claims Management, PO Box 12101, Bishop's Stortford, CM23 9JB

Excess – means the amount you must pay under the terms of your Home Insurance Policy.

Home Insurance Policy – means the insurance policy providing buildings and/or contents insurance for a UK based property which you either own or are the tenant of.

Home Excess Protect Schedule of Insurance – this forms part of this policy document and contains the name of the Policyholder and gives details of the cover provided by this policy.

Joint Policyholder – is someone of either sex with whom you have a permanent relationship, and who also lives with you at your home.

Partner – is your spouse or someone of either sex with whom you have a permanent relationship, and who also lives with you at your Home.

Period of Insurance – means the period for which we have accepted the premium as stated in your Home Excess Protect Schedule.

Inception Date – is the date that this policy started.

Cover Limit – means the total aggregate amount which we will pay to you under this policy during the relevant Period of Insurance being the amount specified on your Home Excess Protect Schedule of Insurance.

About your Insurance

Thank you for choosing Home Excess Protect. The information in this policy wording contains important information regarding your policy. Please take time to read through it and contact us if you would like to discuss it or require more information.

Insurer

This policy is underwritten by Trinity Lane Insurance Company Limited, whose registered office is at:
No 7 Block A, Ground Floor,
Aviation Park,
Civil Aviation Avenue,
Luqa LQA 9023
Malta.

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

What makes up this policy?

This Policy and the **Home Excess Protect Schedule** document must be read together as they form your insurance contract.

Monetary limits

We can insure you up to the Cover Limit as specified on your Home Excess Protect Schedule of Insurance.

Cooling off period

If you decide that this policy does not meet your needs within 14 days of purchasing the insurance, you may request a full refund of premium from the Policy Administrator. This is providing that you have not reported and do not intend to report a claim. You may cancel this policy at any time after the first 14 days, however, no return of premium will be given.

Jurisdiction and law

This Insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- Or any act of terrorism.

For the purpose of this statement; any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this Statement is found to be invalid or unenforceable, the reminder shall remain in full force and effect.

Who is eligible to purchase this Policy?

You must be a permanent resident in the British Islands (England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands).

Cover Provided

- a** Subject to the appropriate premium having been paid, the Insurer will pay to you in each relevant Period of Insurance, an amount equal to the amount of the Excess in relation to each settled Home Insurance claim up to your Cover Limit.
- b** Cover Limits available:
 - £200 in any one policy period
 - £300 in any one policy period
 - £500 in any one policy period
 - £1,000 in any one policy period
- c** Please refer to the Home Excess Protect Schedule document for your annual aggregate Cover Limit.

General conditions applicable

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

- The Home Excess policy will continue to respond for the period of the cover or until your chosen Cover Limit is exhausted; whichever ever comes first.
- The Home Insurance policies that you have must be current and valid and provided by a regulated and authorised Insurer.
- The Policyholder as stated on the Home Excess Protect Schedule of Insurance must be a named proposer on the Home Insurance Policy in force to which this policy will reimburse the excess.
- Only when the Excess of the current and valid Home Insurance Policy is exceeded and follow the successful claim payment will this policy respond.
- In the event that any misrepresentation or concealment is made by you or on your behalf in obtaining this Insurance or in support of any claim under this Insurance this policy may be voided and no refund of premium will be given.
- All claims must be notified to us as soon as possible and no more than 31 days following the settlement of your claim.

What is not covered (Exclusions)

- Any claim that your Home Insurance Policy does not provide cover for or where the Excess is not exceeded.
- Any claim on the Home Insurance Policy which occurred prior to the Inception Date of this Insurance as shown on your Home Excess Protect Schedule of Insurance.
- Any claim notified to Us more than 31 days following the settlement of your claim by your Home Insurance Policy insurer.
- Any contribution or deduction from the settlement of your claim against your main Home Insurance Policy other than the stated Excess, for which you have been made liable.
- Any liability you accept by agreement or contract, unless you would have been liable anyway
- Any claim that is refused by your Home Insurance policy Insurers to whom you are claiming.

Conditions Applicable

- 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.
- Other Insurance - 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.
- Keeping to the terms of this policy - we will only give you the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the Home Insurance Policy, as far as they apply.
- Fraudulent Claims - If you make a claim under this policy that is false or fraudulent in any way, the policy is void and any claim will not be paid.

Claims

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 Home 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

PO Box 12101,

Bishop's Stortford,

CM23 9JB

Telephone number: 0800 587 2976

Email: 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.

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.

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 your policy number shown on your schedule. This will help us deal with your complaint quickly.

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

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.

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 or by phoning 0800 678 1100 or 0207 741 4100.

Please make sure you always quote your policy number from the Schedule.

Useful Numbers

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

For Motorbike insurance call **0800 089 2000**

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