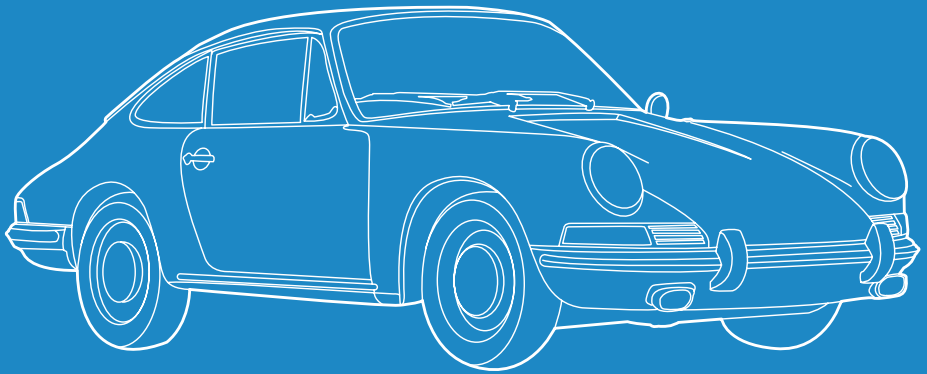


# Private Motor Vehicle Excess Protect Insurance Policy



## Adrian Flux Insurance Services

East Winch Hall, East Winch, King's Lynn, Norfolk PE32 1HN

In the event of a claim please call: **0800 587 2976**

Customer Service: **0844 888 5544**

or visit our website: **[adrianflux.co.uk](http://adrianflux.co.uk)**

Authorised and regulated by the Financial Conduct Authority



# About your Insurance

This insurance is sold by Adrian Flux Insurance and underwritten by Trinity Lane Insurance Company. In respect of You having purchased Business and Domestic Private Motor Excess Protect insurance, We agree to indemnify You in accordance with the terms, exclusions and conditions set out below.

Adrian Flux Insurance is authorised and regulated by the Financial Conduct Authority (firm reference number 307071) for the sale and administration of general insurance products in the United Kingdom and throughout the members of the European Economic Area (EEA).

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 Adrian Flux on 0844 888 5544. 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. In this situation a return of premium will be allowed for the days remaining on the policy, provided that you paid in full.

## Customer Service

To cancel this policy or make any other changes please contact Adrian Flux Customer Services Team on 0844 888 5544. 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 United Kingdom (England, Wales, Scotland, Northern Ireland) 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 Adrian Flux Insurance Company.

**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 authorised Insurer.

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

**Motor Vehicle** – a four wheeled vehicle or motorcycle which fits the following criteria;

- for the purpose of carrying passengers and their effects
- no more than seven passengers
- not a mobility vehicle
- weighs less than 3.5 tonnes
- you must be the owner 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 claim where Your Motor Vehicle is classed as a commercial vehicle.

# General conditions applicable

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

- Cover is provided under the following types of use only:
    - a** Social Domestic and Pleasure and Commuting
    - b** Personal Business Use by Policyholder.
    - c** Personal Use by a Named Driver(s).
    - d** Personal Business Use by Policyholder & Named Driver(s).
    - e** Business use by Policyholder / Named Driver(s) (excluding Business Travel).
- The use of the vehicle at the time of any Claim must be covered by your Certificate of Insurance.
- You must be a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland) to qualify for cover under this policy.
  - 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 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  
C/O Hadleigh Claims Management Ltd  
1st and 2nd Floor  
19-21 South Street  
Bishops Stortford  
Hertfordshire  
CM23 3AB  
United Kingdom

Phone: 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.

# Complaints Process

We always aim to provide the best level of service for our customers but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the Complaints Procedure below:

## **Complaints regarding:**

The Sale of the Policy

### **Complaints Department**

Adrian Flux Insurance  
East Winch Hall, East Winch  
Kings Lynn  
Norfolk  
PE32 1HN

Telephone Number: 0844 888 5544

Email: [contact-us@adrianflux.co.uk](mailto:contact-us@adrianflux.co.uk)

If the Complaints Department are unable to resolve the matter to your satisfaction, it will be passed to the Customer Relations Manager.

## **Complaints regarding:**

Claims

### **The Customer Services Director**

Trinity Lane Insurance Company Limited  
Aviation Park  
Civil Aviation Avenue  
Luqa  
LQA 9023  
Malta

Telephone number: 00356 22 489 100

In all correspondence please state that Your insurance was provided by Adrian Flux Insurance Services.

Please quote your reference number in any correspondence.



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 1998**

The data supplied by You will be treated in confidence and will become part of the personalised data held by Us. Your personal data will not be disclosed except where permitted by law, or where it is necessary to administer Your policy effectively. We may disclose the data You have supplied to other third parties such as other insurers.

**Law applicable to this policy**

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

## Useful Numbers

For Household Insurance call **0808 077 2266**

For Car Insurance call **0800 369 8590**

For Van Insurance call **0800 369 8590**

For Caravan Insurance call **0800 369 8590**

For 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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