



TRINITY  
LANE

## Motorcycle\* Auto Extra Policy

(\*Motorcycle includes motorbikes, trikes (tricycle), quad bikes and road-legal buggies.)

# Insurer

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.

## Type of insurance and cover

We offer personal accident insurance cover. Specific features and benefits of the cover are set out in the insurance document or any endorsement to the document.

## Personal accident

We will pay the sum insured as shown in the schedule if you suffer a bodily injury during the period of insurance which results in any of the following.

• Accidental death	£7,500
• Total and permanent loss of sight in both eyes	£12,500
• Total and permanent loss of sight in one eye	£5,000
• Loss of limbs (arms or legs)	£10,000
• Loss of one limb (arm or leg)	£5,000
• Permanent total disability	£12,500



## **Extra benefits following a road-rage assault**

- Hospital daily cash benefit of £100 a day for no more than 30 days
- Emergency dental treatment – £250 with an excess of the first £25 for each claim
- Clothing and personal belongings – £150 with an excess of the first £25 for each claim
- Five sessions of stress counselling following a claim for bodily injury

## **We will not pay a claim if you:**

- do not normally live in the United Kingdom;
- are using the motorcycle for hire or reward, racing competitions; rallies, trials, speed testing, track events or in connection with the motor trade;
- are using the motorcycle for courier or messenger services;
- are using the motorcycle for business or employment other than daily travel between your home and your workplace;
- are under the influence of alcohol or drugs;
- are involved in a provoked assault or fighting (except in self-defence);
- are involved in any matrimonial or family dispute.

## **Warranties**

- a** You must normally live in the United Kingdom.
- b** This insurance does not cover any claims arising from any long-term or ongoing physical or mental conditions or disabilities that you suffer from and that you were suffering from before arranging this insurance.

## **Conditions**

- a** You must tell the claims manager as soon as possible about any accident which causes or may cause you any disability (as defined in this insurance), and get medical attention. The claims manager must be told as soon as possible if you die and your death is, or may be, due to an accident.
- b** Before we can pay compensation to you or your representatives, we (and any medical advisers we appoint) must have access to all medical records, notes and correspondence referring to a claim or to a related medical condition that you suffered from before the claim. While reviewing the claim, our medical advisers must be able to examine you as often as they need to.
- c** We will not pay a claim if any part of it is fraudulent, false or exaggerated, or if you have given us any false or stolen documents.
- d** You must tell the police immediately about any event likely to lead to a claim under this insurance.

## Definitions

**Accident** – any bodily injury caused by a sudden, unexpected event that happens following an incident on the road within the UK.

**Accidental death** – loss of life resulting from a bodily injury caused by an accident.

**Assault** – a sudden, unexpected and unusual event caused by an unknown person deliberately intending to cause a bodily injury following an incident on the road within the UK.

**Bodily injury** – a physical injury during the period of insurance, resulting from an accident which, within 12 months of the accident, leads to your death or disability.

**Emergency dental treatment** – emergency treatment to natural teeth (not including dentures) within seven days of the incident.

**Hospital** – an official establishment (other than a convalescent nursing or rest home, or the convalescent nursing self-care or rest-sections unit of a hospital) that can provide organised facilities for diagnosis and major surgery, and a 24-hour nursing service by registered nurses, for patients who have to stay one or more nights.

**Loss of limb or limbs** – the loss of a hand or foot by amputation (caused during the event or performed surgically afterwards) or the total loss of use of an entire hand or foot.

**Loss of use** – the total and permanent loss of use, where the loss is continuous for 12 months or more and will not improve.

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

**Permanent total disability** – a disability which prevents you from doing any paid work and which, according to medical opinion given after 12 months from the date of your disability, is not going to improve.

**Personal belongings** – items you wear, use or carry. This does not include motorcycles and their accessories.

**Territorial limits** – the United Kingdom, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any country which has made arrangements to meet the insurance conditions of, and are approved, by the Commission of the European Union.

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

## **How to make a claim**

Your claim will be dealt with by our UK claim handling agents Hadleigh Claims Management. You must tell the claims manager as soon as possible as (and no later than 31 days) after any event that may lead to a claim under this certificate. If possible, you should send your insurance certificate when writing to us about a claim, as this will help us to deal with your claim more quickly.

If you phone the claims manager, it will help if you have your policy details to hand. You will also need to give the claims manager full details of the incident.

Claims Manager  
Hadleigh Claims Management Ltd  
19-21 South Street  
1st and 2nd Floor  
Bishops Stortford  
CM23 3AB

Phone: +44 (0)844 888 6555

We aim to provide a first-class service. If you are dissatisfied with the service and wish to make a formal complaint in the first instance please contact The Customer Care Manager on the address shown above. You will receive a reply within seven days. Your complaint will be fully investigated and resolved as quickly as possible.

If you are still not satisfied, please write to:

Customer Services Co-ordinator  
Trinity Lane Insurance Company Limited  
Aviation Park  
Civil Aviation Avenue  
LUQA LQA 9023  
Malta

(These procedures do not affect your rights to take legal action if necessary)

**Personal accident insurance and road-rage cover**

This is your personal accident certificate. Please read it carefully and keep it in a safe place. We have agreed to insure you under the terms, conditions and exclusions set out in this document.

This certificate is a legally binding contract of insurance between you and us and is governed by English law. The insurance this certificate provides covers an accident or injury that happens during any period of insurance for which you have paid or agreed to pay the premium.

**Demands and needs statement**

This policy is suitable for someone looking for personal accident insurance to cover a motorcycle accident.

## **Customer care**

### Customer complaints procedure

#### About our service

We, Trinity Lane Insurance Company Limited, are licensed to provide general insurance by the Malta Financial Conduct 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 remain dissatisfied, 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 give your insurance document number, as it will help us to deal with your complaint promptly.

If your complaint relates to a claim, please refer to the 'How to make a claim' section.

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:

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.

## Significant or unusual exclusions or limitations

### Personal accident

#### We will not pay the following.

- The sum insured for 'loss of sight' or 'loss of a limb' or 'permanent total disability' if the loss or disability results in your death within 52 weeks of an accident.
- Any amount over the limit for any one accident.
- Claims arising from any long-term or ongoing physical or mental conditions or disabilities that you suffer from and that you suffered from before arranging this insurance.

We will not pay the following if you are the victim of a road-rage assault.

- a** Hospital daily cash benefit for more than 30 days and for the first night, unless you spend two or more nights in hospital.
- b** Emergency dental treatment for the first £25 for each claim.
- c** Clothing and personal belongings for the first £25 for each claim.

If your injury is made worse by a physical disability or condition that you had before the accident, we would not pay any more compensation than we would have paid if your injury had not been made worse by your existing condition.

### Your right to change your mind

You can cancel this insurance by telling us in writing and returning your insurance documents within 14 days of the cover starting or (if later) within 14 days of you receiving the insurance documents. You do not have to give us any reason for your decision.

We will refund your premium in full, as long as we have not received a claim under this policy.

If you pay your premium in instalments and you do not cancel the insurance policy, you must continue to pay the instalments or we will cancel your cover and end the insurance policy.

## **Cancelling this insurance**

You can cancel this insurance at any time by telling us in writing and returning your insurance documents. This insurance runs alongside your motorcycle insurance policy. If you cancel or do not renew your motorcycle insurance policy, all cover under this insurance will end at the same time.

We can cancel this insurance by sending you 14 days' notice in writing. We will refund that part of the premium that applies to the remaining period of insurance (as long as you have not made any claims).

## **Exclusions**

This insurance does not cover death or disability that is directly or indirectly caused by, or fully or partly resulting from, the following.

- a** You using the motorcycle for:
  - hire or reward;
  - racing competition, rallies, trials, speed testing, track events or for any purpose connected with the motor trade;
  - your business or employment, other than daily travel between your home address and your workplace; or
  - courier or messenger services.
  
- b** You committing or attempting suicide or deliberately harming yourself, whether you are sane or insane at the time.
  
- c** War, invasion, revolution, terrorist activity or any similar event (except where we need to provide cover to meet the minimum insurance set by the relevant law).
  
- d** You deliberately putting yourself in extreme danger (unless you are trying to save another person's life), your own criminal act, or you being under the influence of alcohol or drugs.

This insurance does not cover pillion riders on the vehicle. In the event of injury, only the person driving the motorcycle is covered.

### **Full policy wording**

This insurance covers you while you are driving, using or in charge of the insured vehicle named in your motorcycle insurance policy while it is being used for social, domestic and pleasure purposes (including daily travel between your home address and your place of work).

This insurance runs alongside your motorcycle insurance policy. If you cancel or do not renew your motorcycle insurance policy, all cover under this insurance will end at the same time.

### **Period of insurance**

We normally offer a 12-month insurance contract, which you can renew each year. Terms and conditions will apply when your policy is due for renewal.

### **How to make a claim**

If you need to make a claim, you must report it to us as soon as possible. Please call us on 0844 888 6555.

### **Law applying to the insurance**

Unless we have agreed otherwise with you, we will apply English law to this insurance.

### **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 will pay 90% of the claim for non-compulsory insurance. For types of insurance that are compulsory (such as motor insurance), the FSCS will pay your 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 from Malta under the Insurance Business Act 1998.

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.



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