

24/7

Claims Line

0844 888 7360



T R I N I T Y
L A N E

Trinity Lane Mobility Scooter Policy Booklet

8th October 2010



Introduction

This policy explains the terms of the insurance contract between you and us. The contract is based on the information you have given us on the proposal form and any statements of fact we have agreed with you. The insurance contract will last for the length of time we have accepted your premium for.

Please read this policy carefully as it is important that you understand the cover your policy provides. The policy is clear and concise. Some words in this policy are defined words and they appear in **bold print**. These words are defined at the beginning of the policy.

Your schedule also contains important information about your cover and you should read it with this policy. If you find that the cover is not suitable for you or that there is anything that you do not understand, please contact your agent immediately.

We will always try to give you a fast, fair and efficient service when we deal with your policy and when we handle claims. If you feel we have failed to provide this service, please follow the procedure on page 4.

Thank you for choosing Trinity Lane Insurance. I promise that we will always respect the trust you have placed in us.

Your Freedom Policy

We have agreed to provide the cover shown in your policy and schedule. You will be insured for the length of time that you have paid the premium for, or have arranged to pay the premium for.

General information

Your policy

This is your policy. You should keep it in a safe place.

We have divided this document into three sections, which relate to different kinds of cover. You should read your schedule to find out which sections apply to your policy. There are also some extra benefits which apply to your policy regardless of which sections apply.

In each section there are two main headings.

'What is insured' – these are the things that you are covered for.

'What is not insured' – these are things that you are not covered for.

You should also read the policy conditions and exclusions, which appear at the back of the policy. These apply to the whole policy.

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 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.

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

If your complaint is about the way your insurance cover is managed, you 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

If your complaint is about the **actual policy**, you should contact:

Consumer Complaints Manager
Malta Financial Services Authority
Notabile Road
Attard
BKR 3000
Malta.
Phone: +(356) 2144 1155

You should contact the Consumer Complaints Manager within six months of our final response or within 12 months of the date you became aware of the circumstances you are complaining about. The Consumer Complaints Manager is only able to take action in cases involving policyholders. These procedures do 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 are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The scheme protects the first £2,000 of a claim in full and 90% of the rest of the claim. For insurance you have to have by law, the claim will be met in full. For more information about the compensation scheme arrangements, contact the FSCS or visit their website.

Our company is registered in Malta – our company number is C40137. Our registered office is Aviation Park, Civil Aviation Avenue, Luqa, LQA 9023, Malta.

Definitions

The words shown below have specific meanings when they appear in bold.

Accidental damage: Damage caused by an unexpected event not under the control of the insured.

Administrator: Hadleigh Claims Management Ltd, 2 The Causeway, Bishops Stortford, Hertfordshire, CM23 2EJ, UK
Phone: 0844 6555

Hadleigh Claims Management Ltd are regulated by the Financial Services Authority.

Equipment: The equipment described in the **schedule**, which belongs to **you** and is normally kept at the address shown on the **schedule**.

Excess: The amount you must pay for each claim.

Mechanical breakdown: The sudden and unexpected failure of the equipment insured by this policy which needs immediate repair or replacement.

Period of insurance: The length of time shown in **your schedule** or any length of time for which **we** have accepted **your** premium.

Policy: This document and **your schedule** make up **your** insurance policy. **You** should read them as one document.

Schedule: The document which makes **your** insurance **policy** personal to **you**. It sets out the **period of insurance**, the **equipment** that is insured, the amounts that are insured and the sections of this document that apply to your **policy**. If there is a change to **your schedule**, **we** will give **you** a fresh copy.

The UK: Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We, us, our: Trinity Lane Insurance.

You, your: The person or people whose names appear in **your schedule**.

Section 1 – Mechanical breakdown

This section only applies if **your schedule** shows you have **mechanical breakdown** cover.

What is insured

You are insured for **mechanical breakdown** of the **equipment** within the **UK**. This cover also applies anywhere in the world for up to 60 days in any one **period of insurance**.

What is not insured

You are not insured for:

- the **excess** shown in **your schedule** under section 1 for **mechanical breakdown**;
- **mechanical breakdown** caused by an accident, or anything anyone has done or failed to do which is deliberate, unlawful or negligent;
- claims caused by the **equipment** being used for business purposes;
- **equipment** you have bought second-hand, unless **we** have agreed to insure it;
- any costs which you have to pay, and which you cannot claim back if no fault is found with the equipment;
- **mechanical breakdown** of parts which have been recalled by the manufacturer of the **equipment** or which have design faults;
- any parts which are no longer available (**we** will not consider the **equipment** as being beyond economical repair, but will pay the manufacturer's last published list price for these parts);
- costs of repairing or replacing tyres, batteries, fuses, bulbs and any other items that need to be replaced regularly;
- **mechanical breakdown** caused by corrosion, a fault which is likely to have existed before the start of the **policy**, wear and tear, using incorrect settings or the **equipment** not being serviced or repaired to a high standard;

What is not insured (Continued).

- the **mechanical breakdown** of **equipment** used for racing, pacemaking, time trials or reliability trials;
- **mechanical breakdown** which happens outside the **UK** (although you are insured for **mechanical breakdown** anywhere in the world for up to 60 days in any one **period of insurance**);
- repairs, replacements or alterations to the **equipment** which the **administrator** has not authorised, experimental equipment, or **equipment** that has been modified from the manufacturer's specification;
- routine servicing or maintenance to the **equipment**;
- brake linings, framework, bodywork, accessories.

Special extensions to section 1

- If **your equipment** is being repaired or is having maintenance work done on it, **your** cover will apply to any similar **equipment** that is loaned to **you**. This only applies for up to 14 days at any one time.
- If your **equipment** is damaged and **you** cannot use it, **we** will pay up to £200 for any reasonable expenses **you** have to pay to return to **your** address (as shown in the **schedule**). **We** will only pay these expenses if the damage is insured under section 1.
- If **your** mobility **equipment** has been damaged and **you** cannot use it, **we** will pay up to £20 a day for the cost of hiring similar mobility equipment. The most **we** will pay is £100. **We** will not pay for the first three days of hire. **You** must tell **us** before **you** hire the equipment and give **us** any details **we** need. **We** will only pay the hire costs if the damage is insured under section 1.

Conditions that apply to section 1

1 Servicing

You must make sure that the **equipment** is serviced at least once a year in line with the manufacturer's recommendations. **You** must keep receipts for all work carried out on the **equipment**.

2 Claim limit

The most **we** will pay for any one claim is the amount shown on the **schedule**. **We** will not pay more than the manufacturer's list prices for parts and labour costs that are needed to repair damaged parts.

Section 2— Accidental damage

This section only applies if **your schedule** shows you have **accidental damage** cover.

What is insured

You are insured for **accidental damage** or loss of **equipment** within the **UK**. This cover also applies anywhere in the world for up to 60 days in any one **period of insurance**.

We will settle any claim under this section by either:

- making a payment for the amount of the loss or damage to **your equipment**; or
- paying the cost of repairing or replacing **your equipment**.

However, if **your equipment** is damaged within one year of you buying it as new, and the cost of repairing the damage is more than 60% of the list price of similar new **equipment**, **we** will provide new equipment to replace the damaged **equipment** and **we** will not take off an amount for wear and tear. The damaged **equipment** will then become our property.

What is not insured

You are not insured for:

- the **excess** shown in **your schedule** under section 2 for **accidental damage**;
- costs of repairing or replacing tyres, batteries, fuses, bulbs and any other items that need to be replaced regularly;
- **accidental damage** caused by faulty designs, plans or specifications;
- **accidental damage** arising from theft of equipment through deception;
- **accidental damage** arising from theft or attempted theft of the **equipment** which has been left unattended, unless you have taken reasonable care;
- **accidental damage** to accessories unless the **equipment** is lost or damaged at the same time;
- **accidental damage** to **equipment** legally held by customs or other officials;
- **accidental damage** caused by wear and tear, scratching, liquids or other substances spilling, burning, scorching, dyeing, cleaning, restoring or using the **equipment** at an incorrect voltage;
- **accidental damage** caused by atmospheric or weather conditions, damp, rust, corrosion, the effect of light or anything that happens gradually;
- **accidental damage** caused by electrical or **mechanical breakdown** or caused by using the **equipment** in a way which goes against the manufacturer's instructions;
- **accidental damage** to **equipment** used for racing, pacemaking, time trials or reliability trials;
- **accidental damage** caused by misuse, a deliberate act or neglect;

- any reduction in the value of your equipment, including loss of value after damage whether the equipment was repaired or not; and
- unless **you** have paid the appropriate extra premium, **we** will not pay claims relating to the theft or attempted theft of the **equipment** or malicious damage to the **equipment** between the hours of 8pm and 8am, while the equipment is not in a locked building (if we do pay with claim, you will have to pay an excess of 5% of the current value of your equipment).

Special extensions to section 2

- If your **equipment** is being repaired or is having maintenance work done on it, **your** cover will apply to any similar equipment that is loaned to **you**. This only applies for up to 14 days at any one time.
- If **your equipment** is damaged and **you** cannot use it, **we** will pay up to £200 for any reasonable expenses which **you** have to pay to return to your address (as shown in the **schedule**). **We** will only pay these expenses if the damage is insured under section 2.
- If **your mobility equipment** has been damaged and **you** cannot use it, **we** will pay up to £20 a day for the cost of hiring similar **mobility equipment**. The most **we** will pay is £100. **We** will not pay for the first three days of hire. **You** must tell **us** before **you** hire the equipment and give **us** any details **we** need. **We** will only pay the hire costs if the damage is insured under section 2.
- **We** will cover the loss of, or damage to, **your** clothes and personal belongings as a direct result of insured damage to your **equipment**. The most **we** will pay is £200. **You** must pay the excess shown in your **policy schedule**. **We** will not pay for claims relating to cash, phonecards, stamps, tickets, documents, securities, jewellery, watches, gold or silver, recording equipment, cassettes, CDs, CD players, cameras, mobile phones and computer equipment.

Conditions that apply to section 2

Claim limit

The most **we** will pay for any one claim is the amount shown on the **schedule**. **We** will not pay more than the manufacturer's list prices for parts and labour

costs that are needed to repair insured parts.

Section 3 – Personal liability

This section only applies if **your schedule** shows you have **personal liability** cover.

What is insured

We will pay all amounts which **you** have to pay by law for causing:

- death or bodily injury to a person; or
- the loss of, or damage to, property;

in an accident involving **your equipment** which happens during the **period of insurance** and within the **UK**.

The most **we** will pay is £2,000,000, which includes costs and expenses **you** have to pay as a result of the action and other costs if you get **our** written permission.

If **you** die, your cover will pass to **your** personal representative.

This cover also applies anywhere in the world (except for Canada and the United States) for up to 60 days in any one **period of insurance**.

What is not insured

You are not insured for:

- injuries or diseases **you** suffer;
- loss or damage to property **you** own or look after; or
- amounts you have to pay relating to your legal responsibilities for:
 - **your** job or business;
 - any land or buildings **you** own;
 - passing on an infectious disease or virus;
 - any agreements or contracts; or
 - any action for damages brought in a court outside the **UK**.

Special extension to section 3

If **your equipment** is being repaired or is having maintenance work done on it, **your** cover will apply to any similar **equipment** that is loaned to **you**. This only applies for up to 14 days in any one **period of insurance**.

Extra benefits

1 Violent attack

We will pay **you** £10 for each full day **you** are in hospital as an inpatient as a direct result of a violent attack **you** have suffered while using the **equipment**. The most **we** will pay is £250.

2 Hospitalisation

We will pay **you** £20 for each full day **you** are in hospital as an inpatient as a direct result of an accident causing insured damage to **your equipment**. The most **we** will pay is £400. **We** will not pay any benefit for the first three days **you** are in hospital as an inpatient.

3 Keys

If the starter key to **your equipment** is lost or stolen while **you** are using the **equipment** away from **your** home address, **we** will pay:

- the cost of a replacing the key;
- **your** reasonable travel costs to return to **your** home address to get a spare key and to return to **your equipment**; or
- the reasonable cost of getting the equipment returned to **your** home address, if **you** cannot get the **equipment yourself**.

The most **we** will pay is £100.

General policy conditions

These conditions apply to all the sections of **your policy**. **You** must meet all these conditions before **we** make a payment.

Your duty of care

We will only pay claims under **your policy** if:

- anyone claiming under **your policy** has met all the relevant conditions; and
- as far as **you** know, the information you gave us at the time **you** applied for insurance was true and complete.

You must keep **your** equipment in a good state of repair and take all reasonable steps to prevent injury, loss or damage – we will not pay for claims if you don't.

Making a claim

- **You** must tell the **administrator** about any loss, damage or injury which **you** want to claim for under **your policy**. **You** must do this as soon as possible.
- Please contact them by writing to Hadleigh Claims Management Ltd, 2 The Causeway, Bishops Stortford, Hertfordshire, CM23 2EJ, UK or by phoning 0844 6555.
- If **you** discover that the **equipment** has been lost or damaged, **you** must take all reasonable steps to protect it from further loss or damage.
- **You** must tell the police about any loss or damage caused by theft, vandalism or other malicious acts as soon as you can.
- **You** must send **us** any letter, claim, writ or legal document as soon as possible after **you** receive it. **You** must not send a reply to any of these documents.
- **You** must not admit that you are responsible for, or enter into negotiations over, any claim unless **you** have **our** written agreement.

Our rights after you have made a claim

- **We** can take over any legal action in **your** name.
- **We** can carry out proceedings in **your** name. **We** will pay for this so **we** can get back the payments **we** have made under **your policy**.
- **You** must give us all the information and help **we** need.

Unwanted equipment

- When **you** no longer want the equipment, we will only deal with it for you if we have agreed to this beforehand.

Other insurance

If **you** claim for any liability, loss or damage that is also covered by any other insurance policy, **we** will only pay **our** share of the claim.

Cancellation right

We hope **you** are happy with the cover this **policy** provides. **You** have the right to cancel it within 14 days of receiving the **policy** documents and can get a full refund for your premium if you cancel during this time. After the 14 days, **you** will not be entitled to a refund if you cancel the policy. If you want to cancel **your policy** during the first 14 days please contact the **administrators**, Hadleigh Claims Management Ltd, by writing to Hadleigh Claims Management Ltd, 2 The Causeway, Bishops Stortford, Hertfordshire, CM23 2EJ, UK.

Fraudulent claims

If **you**, or anyone else claiming under **your policy**, make a claim that is false or dishonest in any way, **your policy** will no longer be valid, and will end. **You** will lose all benefits under **your policy** and **we** will not refund **your** premium.

English law

Your policy will be governed by English law.

Arbitration

If **we** accept a claim **you** make under sections 1 and 2 but **we** cannot agree on the amount to pay **you**, **we** will ask an independent arbitrator to make a

decision. **You** must wait until the arbitrator makes a decision before **you** can start legal action against us.

Payment by instalments

You will only be covered under this policy if **you** pay the premium on time. If are paying the premium in instalments, you will only be covered if you pay the instalments on time.

What is not insured – whole policy

As well as the things listed in the individual sections of **your policy**, there are other things that are not covered for the whole of the policy.

War risks

You are not covered for war, riot, revolution, or any similar event.

Sonic bangs

You are not covered for damage caused by aircraft and other flying objects travelling at or above the speed of sound.

Radioactive contamination

You are not covered for injury, loss or damage caused by:

- ionising radiation or radioactive contamination from any nuclear fuel or from nuclear waste created from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of equipment.

Other things you are not covered for

You are not covered for:

- any loss you suffer as a result of the loss or damage **you** are claiming for ('consequential loss') for example, **you** are not covered for loss of earnings;
- any loss you suffer while carrying out a criminal or deliberate act **you** carry out; or
- **accidental damage** to the **equipment** while it is in the care of a carrier such as an airline, railway, shipping company or bus company, unless **you** tell the carrier about it at once, and get a copy of their report.

Detecting and preventing fraud

To keep premiums as low as possible for all **our** customers, **we** take part in a number of initiatives that help to prevent and detect crime, especially fraud. To take part in these initiatives, we have to add details of all our policies and claims 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**;
- check and file **your** details with fraud prevention agencies, systems and registers; and
- make a record if you give us false or inaccurate information or if we suspect fraud.

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

- help make decisions about whether to provide **you** and members of **your** household with insurance, credit and related services;
- trace people who owe us money and people we owe money to, recover money we are owed, prevent fraud and manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** give **us** satisfactory proof of your identity; and

- carry out credit searches and other fraud searches.

If **you** have any questions, or would like more information about this, please write to our data protection officer at:

Trinity Lane Insurance Company Limited
Aviation Park
Civil Aviation Avenue
Luqa
LQA 9023
Malta
Email: info@heritage.com.mt

You can also contact the Information Commissioner's Office at:
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF.
Phone: 01625 524 510
Email: mail@dataprotection.gov.uk

Under the Data Protection Act 1988, **you** are entitled to receive a copy of the information **we** hold about **you**. **You** may have to pay a small fee for this.

We can give **you** details of all the systems and registers **we** use if you ask.

Fraudulent, false and exaggerated claims

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

- it is fraudulent, false or exaggerated, either in full or in part;
- you, or anyone acting for you, make a claim in a fraudulent or false way;
or
- you, or anyone acting for you, have given us any documents which are false or stolen.

We will also try to recover the costs of dealing with your claim. In these cases, we will cancel your policy and we will not return your premium.



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