



TRINITY
LANE

FlexDrive Insurance

Introduction

Thank you for choosing Trinity Lane for your FlexDrive Insurance.

This document sets out what is and what is not covered and any special terms that may apply. Please check that it meets your needs and that you understand it.

If you have any questions about this document, please contact your insurance adviser who will be pleased to help you.

Insurer

You have taken out insurance with us (Trinity Lane Insurance Company Limited). This document gives details of the insurance contract, which is legally binding.

We have agreed to insure you under the terms, conditions and exceptions in this document, and any endorsements relating to it.

You must have paid the premium shown in the policy schedule to be covered under this policy.

The Contract of Insurance

This document forms a legally binding contract of insurance between you and us. The contract does not give, or intend to give, rights to anyone else.

No one else has the right to enforce any part of this contract.

We may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information you provided in your proposal for insurance.

The insurance provided by this document is only valid during the period of insurance for which you have paid, or agreed to pay the premium.

The insurance is provided under the terms and conditions contained in this document.

This insurance is written in English and all communications about it will be in English. English law will apply to this contract unless otherwise agreed in writing with us. If you live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes in relation to it.

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.

Your Right To Change Your Mind

If you are not satisfied with the cover provided by this insurance, please return the document to your insurance adviser within 14 days of receiving it. We will return any premium you have paid as long as we have not paid a claim.

Cancellation

If you cancel this policy after the initial 14 day period described above, we will not return any premium.

Demands and Needs Statement

This policy is suitable for someone who has the driving other cars benefit on their own motor insurance policy enabling them to use another person's car on a third party only basis, who would like to extend the driving other cars benefit to include accidental damage, fire and theft cover.

Significant Policy Features

If you are insured under your own motor insurance policy to drive another person's car with third party only cover, this policy will give you further insurance protection against accidental damage you may cause to the insured vehicle whilst you are using it. The policy will also cover against theft and fire loss of the insured vehicle not normally covered by your motor insurance policy.

Important Information about your FlexDrive policy

This FlexDrive policy is issued in conjunction with a motor insurance policy. If that motor insurance policy is cancelled, this FlexDrive policy is also cancelled. This FlexDrive policy is not transferrable to another insurance policy following cancellation of your motor insurance policy.

If your motor insurance policy is suspended on a temporary basis, or if cover is reduced either temporarily or permanently, your driving other cars benefit is also suspended. This FlexDrive policy is suspended until the point where your motor insurance policy is reinstated to its original level of cover and the driving other cars benefit is reinstated.

Definitions

The words or expressions detailed below will have the meaning shown wherever they appear in this document.

Another person's car – a car not belonging to you, or hired or leased to you, or by any person who resides at your home address.

Certificate of insurance – the certificate issued to you by your motor insurer allowing you to drive your vehicle and which shows the driving other cars benefit.

Driving other cars benefit – The extension granted to you by your motor insurer which allows you to drive a car not belonging to you, or hired or leased to you, on a third party only basis. This extension must be shown on the certificate of insurance for your motor insurance policy.

FlexDrive Policy – This insurance policy.

Insurance adviser – The Insurance adviser who you purchased this policy from.

Insured/You/Your – The person who this policy covers and whose details are shown on the policy schedule.

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

Motor insurance policy – The insurance policy in place that covers you for third party risks whilst driving the insured vehicle

Motor insurer – An authorised and regulated insurance company that issued the motor insurance policy that covers the vehicle shown in your policy schedule.

Owner – the registered owner and keeper of the insured vehicle.

Period of Insurance – The term covered by this insurance, which shall not exceed 12 months and will cease at the same time as the motor insurance policy covering the vehicle shown in your FlexDrive policy schedule.

Policy schedule – The document confirming your cover for this policy and your details.

Territorial limits – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

The insured vehicle – the vehicle covered by this policy, which is being driven under the driving of other cars benefit that is not owned, hired or leased by you or by any person who resides at your home address. The insured vehicle must also be insured to be driven on the road by its owner.

Your vehicle – the vehicle that you insure that is shown on your certificate of insurance.

Third party – another party involved in an incident.

What is Covered

If you have the driving other cars benefit on your motor insurance policy and are using the insured vehicle in an emergency or on a momentary basis and one of the following events occurs;

- Accidental Damage to the insured vehicle
- Loss by fire of the insured vehicle
- Loss by Theft of the insured vehicle

We will pay up to £20,000 for the repair/loss of the insured vehicle.

Claims under this policy are subject to a £500 excess.

What is Not Covered

1) We will not pay a claim if;

- You do not have a current Motor Insurance Policy with the driving other cars benefit that entitles you to use the insured vehicle at the time of the loss.
- The insured vehicle being used is owned and/or registered, hired or leased to any person who at the time of the claim resides at the same home address as you.
- You are, at the time of the loss, using the insured vehicle for any other purpose than Social, Domestic and Pleasure.
- You do not have the permission of the owner to drive the insured vehicle.
- The insured vehicle is declared SORN, does not have a valid and current MOT or is not road legal.
- The insured vehicle is not insured by its owner for third party risks when not in use by you.
- The loss occurred outside the territorial limits.
- The amount to be claimed does not exceed the £500 policy excess.
- You were driving illegally at the time of the loss.
- The security devices of the insured vehicle were not in fully working order at the time of the loss.
- You do not normally live in the United Kingdom.
- The loss occurred outside the period of insurance.
- The claim results from any long-term or ongoing physical or mental medical conditions or disabilities that you suffer from which have not been disclosed to your motor insurer.
- You do not have a valid driving licence at the time of the loss.

- 2) An amount of money to compensate you for not being able to use the insured vehicle and any other expenses you have to pay because of this.
- 3) Any amount above the £20,000 maximum claim limit.
- 4) Damage to tyres caused by braking, punctures, cuts or bursts.
- 5) The cost of repairing or renewing parts of the insured vehicle which improve the insured vehicle beyond its condition before the loss or damage occurred.
- 6) The cost of repairing or renewing areas which were not damaged in the incident you are claiming for.
- 7) Mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakages.
- 8) Loss or damage arising from theft or attempted theft when the insured vehicle is left unattended: If the
 - ignition keys are left in or on the insured vehicle
 - unless all of the doors, windows and other openings of the insured vehicle have been closed and locked, or;
 - if an alarm or electric immobiliser is fitted to the insured vehicle and has not been set or is not working properly.
- 9) Loss or damage caused intentionally by you or your family, or loss or damage someone else causes with your permission or encouragement.
- 10) Loss or damage caused by using an inappropriate grade of fuel in the insured vehicle.
- 11) Any trailer, caravan or other vehicle towed by or attached to the insured vehicle.
- 12) Damage to the insured vehicle, including fire and theft, when the damage results in the person in charge of the insured vehicle being convicted of an offence involving drink or drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction). The cover we provide for an accident is limited to the minimum cover needed to meet the relevant law.
- 13) Any damage to a third party or a third party's property caused by you.

General Conditions

These conditions apply to the whole insurance

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

2) This policy is not transferable to any other person.

3) We will only provide the cover described in this insurance under the following circumstances.

- Anyone claiming cover under this contract has kept to all the conditions in this document
- The information you gave to us and your motor insurer on the proposal form, or on the statement of insurance and any declaration, is true and complete. If we find that you have not given us accurate information, we may not pay your claim or your insurance may not be valid.

4) This policy is only in force if you have an active motor insurance policy which includes the driving other cars benefit covering your vehicle shown on the policy schedule, which is issued by an authorised and regulated motor insurer. If your vehicle is written off, stolen and not recovered or unroadworthy, the driving other cars benefit is removed from your motor insurance policy so you would not be entitled to drive another person's car and this insurance would not be valid and no claims would be paid.

5) If you or anyone acting on your behalf has provided false information, fails to disclose information, or misrepresents or incorrectly describes any material fact, this insurance will be declared entirely void and no cover will apply.

6) Fraudulent, false and exaggerated claims increase premiums for our policyholders. We will not pay a claim if any part of it is fraudulent, false or exaggerated; if you, or anyone acting for you, make a claim in a fraudulent or false way; or we have been given any documents which are false or stolen. We will also do everything possible to recover our costs in such circumstances. We will also cancel your policy but will not return any premium.

7) Any settlements made for the loss of the insured vehicle will be made to the owner and registered keeper of the car.

8) Salvage - If the insured vehicle is totally destroyed or damaged so badly that cost of repairs will be equal to or more than the value of the insured vehicle, we will agree with you to either:

A. Pay the owner an amount of cash equal to the agreed value or market value, with the salvage becoming our property; or

B. Pay the owner an amount of cash equal to 80% of the agreed value or market value, with the salvage remaining your property. We will only settle a claim under option b if the motor engineer we ask to assess the damage to the insured vehicle agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

9) If you have an accident, you must take all possible steps to protect the insured vehicle and its accessories and contents. If the damage to the insured vehicle is covered by this insurance, you must arrange for the insured vehicle to be taken to the nearest competent repairer and we will accept the costs as part of your claim. We will not pay for any further damage you cause if you try to drive the insured vehicle after the accident. When the insured vehicle is with the repairer, you must arrange for the repairer to send us a detailed estimate for the cost of repairs immediately. One of our approved assessors must inspect the insured vehicle before any repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the estimate for the cost of repairs is unreasonable, we may negotiate a lower estimate, pay for any emergency work that has been carried out so the vehicle could be used, or move the insured vehicle to another repairer. We have the right to move the insured vehicle to a safe storage place without asking you or the owner.

10) If we choose, we may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of the insured vehicle.

11) If the insured vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay the amount shown in the manufacturer's last United Kingdom list price. If we know that the insured vehicle is an imported vehicle and we have agreed to cover it, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country the insured vehicle came from. We will not pay for the cost of importing any part or accessory needed to repair the insured vehicle.

12) You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters – send them straight to us. You must also tell us if you know about any prosecutions involving you. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.

13) We are entitled to take full control of any claim and we must be given whatever information and help we need. You insurance must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name or in the name of any other person covered by this insurance.

14) If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay the difference between that provided by the other insurance and the total cost of the loss, damage or liability, if the total cost is more. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.

15) If, under the law of any country which this insurance covers you in, we have to settle a claim which we would not otherwise have paid, you or the person who made the claim must pay this amount back to us.

General Exclusions

These exclusions apply to the whole insurance

Your insurance does not cover the following:

1) Any claim covered by this insurance, when the insured vehicle is being used in any of the following ways.

- Driven by or in the charge of anyone who is not named on the Policy Schedule.
- In the charge of anyone who is disqualified from driving, or who has not held a driving licence, or who by law is prevented from holding or getting a driving licence.
- Being driven in a way not covered by the driver's licence (such as a learner driving without anyone else in the vehicle).
- Being used outside the territorial limits.
- Being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield).
- Being driven in an unsafe, unroadworthy or damaged condition or without a valid MOT or Single Vehicle Approval certificate when one is needed. (The Single Vehicle Approval Scheme involves inspecting cars and light-goods vehicles, before registration, which have not been designed or built to British or European safety and environmental standards).
- Being driven with a load or a number of passengers which makes it unsafe to drive, or which is heavier or greater than the manufacturer's recommendations.
- Carrying an insecure load (such as a heavy load that is not properly tied down).
- Towing a trailer which is unsafe or has an insecure load.
- Being used for a purpose that it is not insured for (As long as you do not make a profit, your employer can pay an allowance for the number of miles you drive, or a passenger can contribute towards the cost of fuel).
- Being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not your vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended).

2) Any result of war, revolution or any other similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.

3) Any claim caused by:

- An earthquake; or
- A riot in Northern Ireland or outside England, Scotland, Wales, the Isle of Man and the Channel Islands.

4) Any liability you have accepted by agreement or contract, unless that liability would have existed without the agreement.

5) Any claim caused directly or indirectly by:

- Ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.

6) Any claim where the claim is caused by pressure waves from aircraft or flying objects.

7) Any claim where the claim is caused by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.

8) Any claim where the claim is caused directly or indirectly by terrorism or any similar event.

9) Any claim where the incident that causes the claim results in the person in charge of the insured vehicle being convicted of an offence involving drink or drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction), or an equivalent offence under the laws of other countries where this insurance provides cover.

10) Any damage that you cause to a third party or third party's property.

11) Any personal belongings in the insured vehicle if they are stolen or damaged.

12) You are not entitled to a courtesy vehicle while the insured vehicle is being repaired, or if the insured vehicle has been lost or stolen.

Making a Claim

If you need to tell us about an incident involving damage to or loss of the insured vehicle, please phone us immediately on 0344 381 4599.

You should phone this number even if your policy does not cover the damage.

If you ask us to repair the insured vehicle, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

You will need to provide evidence of your driving other cars benefit from your motor insurer. Please quote your policy number when you call.

What to do if you have an accident

The following is a list of what you should and should not do if you have to make a claim.

- A. Do not drive away. You must stop if any person has been hurt, or if any vehicle or property has been damaged.
- B. Ask for the names and addresses of any other drivers/riders or pedestrians involved. If there is another party involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- C. If the accident damaged another vehicle or property, you must give your name, address and vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your certificate of insurance and policy schedule to the police.
- D. Write down the names and addresses of any witnesses.
- E. Draw a diagram of the scene. Show as much detail as possible, including:
 - The position of all the vehicles before and after the accident;
 - The speeds and distances;
 - Road names and layout;
 - Where witnesses were standing;
 - Any obstructions to your or other road users' view; and
 - Anything that could be relevant to the accident (such as weather conditions).
- F. Do not admit you were at fault in any way or offer to make a payment. If any other person does this, remember to report it to us.
- G. You must report all accidents to us immediately. You can phone if necessary. You must also send us a report form. You need to answer all the questions on the form, then sign and date it and return it to us.

H. If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us immediately about any prosecution, coroner's inquest or fatal accident enquiry involving you.

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
The Landmark
Level 1, Suite 2
Triq L-Iljun
Qormi QRM 3800
Malta.
Phone: 00356 22 489 100

When you do this, please quote your policy number shown on your schedule of insurance document as it 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
Exchange Tower
London
E14 9SR.
Phone: 0800 023 4 567
Email: complaint.info@financial-ombudsman.org.uk

We are bound by the Financial Ombudsman's decision, but 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 will pay 90% of the claim for non-compulsory insurance (insurance you do not need by law). For compulsory classes of insurance (insurance you need to have, such as motor insurance), the FSCS will pay the claim in full. You can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk.

We are authorised and regulated by the Malta Financial Services Authority to carry on general insurance business in the UK.

Trinity Lane Insurance Company Limited is registered in Malta – registration number C40137. Registered office: The Landmark, Level 1, Suite 2, Triq L-Iljun, Qormi QRM 3800, Malta.

Privacy statement

We are committed to protecting the privacy of your personal data in accordance with current data protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of your data we operate in cooperation with your insurance broker. Any data protection queries or concerns should be directed in the first instance to your broker.

Your Data

Data provided to your broker will be shared with us on the basis of contractual requirement, namely for the purposes of providing insurance cover and for claims handling. Your data may be shared with other companies such as affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We will not use your data for any marketing purposes.

We may disclose your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

Data Retention

In accordance with our legal requirements we will retain your data for a period of at least six years after your policy has lapsed. In certain circumstances we may be required to retain your data for a period exceeding six years for the purpose of claims handling.

Your Rights

Under the General Data Protection Regulation (GDPR) you have the right to access or obtain copies of the personal information held about you by us.

A response to your request will be provided to you within one month of us receiving a valid request. If you wish to exercise this right against our partners you will need to write to them directly. In accordance with the GDPR, we will not charge for this information in most cases.

You have the right to request that we correct any inaccuracies in the personal information held about you. Please contact your broker if your personal information needs updating.

You have a right to submit a complaint to the Information Commissioner if you believe we have not complied with our obligations under the GDPR.

<https://ico.org.uk/global/contact-us/>

You have the right to have your data transmitted directly to another data controller where technically feasible.

You have the right to restrict data processing, where this does not conflict with our contractual obligations, where;

- You contest the accuracy of the personal data we hold
- The processing is unlawful and you oppose the erasure of your data
- We no longer need the data for processing, but the data is required by you for the establishment, exercise or defence of legal claims
- You have objected to the processing of your data pending the verification of whether the legitimate grounds for processing override your objection

You have the right to object to the automated processing of your data including, but not limited to, profiling. This excludes where the processing is necessary for entering into a contract, or the performance of our contractual obligations.



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