



Private Motor Excess Protect

In the event of a claim call:

0800 587 2976



About your Insurance

This insurance is underwritten by Trinity Lane Insurance Company. In respect of you having purchased Private Motor Excess Protect insurance, we agree to indemnify you in accordance with the terms, exclusions and conditions set out below.

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 your broker. 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.

Customer Service

To cancel this policy or make any other changes please contact your broker. 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 a Motor Insurer authorised to write motor insurance in the United Kingdom.

You must be a permanent resident in the British Islands (England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands) 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 the Broker that you purchased your policy from.

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 we will pay to you under this policy during the Period of Insurance. The amount is specified on your schedule of insurance.

Motor Caravan – a self-propelled recreational vehicle which offers living accommodation combined with a vehicle engine, or a van converted for such purposes.

Motor Insurance Policy – means the insurance policy covering your Motor Vehicle. This must be issued by an insurance company authorised to write motor insurance in the United Kingdom.

Motor Insurer – means an insurance company authorised to write motor insurance in the United Kingdom.

Motor Vehicle – the insured vehicle shown in the schedule which;

- Is capable of carrying no more than 9 persons (including the driver)
- Does not weigh more than 3.5 tonnes (unless it is a Motor Caravan or ex-military vehicle)
- You are the owner of 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.

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 British Islands (England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands).
- 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 a regulated and authorised Motor 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 protect 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 Company Ltd
13 Apton Road
Bishop's Stortford
Hertfordshire
CM23 3SD

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.

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 1000
Malta.

Telephone number: 00356 22 489 100

When you do this, please quote the policy number shown on your certificate of motor insurance document, as it will help us to deal with your complaint promptly.

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: 0800 023 4 567

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.

For details of authorised firms visit the FCA website on www.fsa.gov.uk/register.

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.

Law applicable to this policy

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

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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