

To report a claim, call:

ADRIAN FLUX

0344 381 4420

FLUXDIRECT 

0344 381 4461

 **sterling**

0344 381 9350



Chartwell Insurance

0344 381 4463



0344 381 4462

Lines are open 24 hours a day, 7 days a week, all year round

UK call centre

Important

You must report all claims, whether or not they are your fault and whether you plan to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

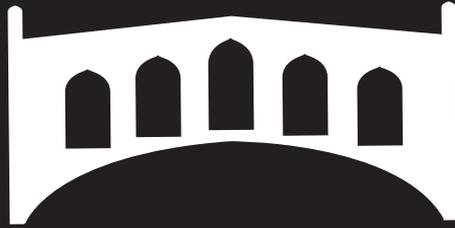
Legal cover

Your policy includes free legal cover up to £100,000 and access to a legal advice helpline.

If you've had an accident that was not your fault, your legal cover could help you with;

- repairs for your vehicle
- arranging a hire car
- compensation for injury
and
- recovery of other losses, such as loss of earnings

Our claims handlers will discuss your legal cover with you. You can also find more information in the legal cover policy booklet, which is available on our website or through the link provided in your insurance documents.



TRINITY
LANE

Mobility Scooter Policy Booklet

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. 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 3.

Thank you for choosing Trinity Lane Insurance.

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.

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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 –

The insurance broker that you purchased your policy from.

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.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

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

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 United Kingdom. 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;
- 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;
- 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 United Kingdom. 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

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:

- a** injuries or diseases you suffer;
- b** loss or damage to property you own or look after; or
- c** 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 to all sections

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 calling the telephone number shown on the front of this policy booklet.
- 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, write 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.
- In the event of a claim your annual premium must be paid in full to your insurance broker. This includes payments by instalments or Direct Debit. In the event that any premium or credit charge is outstanding when a claim is payable, we reserve the right to deduct such outstanding sums from the claim.

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.

Cancelling your policy

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 administrator.

Cancellation by us

We can cancel your policy at any time, by giving you seven days' notice in writing, if we have good reason. We will send the notice of cancellation to the address that we hold on file. The notice will set out the reason for the cancellation.

Reasons for cancelling your policy may include the following.

- You have not provided any document or information we or your insurance broker have asked for.
- You have not made any payment we, your insurance broker or any other company have asked for in connection with your policy.
- We or your insurance broker have good reason to suspect fraud or false information.
- A change in your details makes your policy unacceptable to us.
- You have not kept to the conditions of your policy, as set out in this policy booklet.
- If you, a person acting on your behalf, or any person covered by this policy uses threatening, intimidating or abusive behaviour or language towards our staff, suppliers or agents acting on our behalf, including your insurance broker.

Cancellation by us - Non disclosure

This policy will be void from inception and of no effect if:

- the proposal or declaration is untrue in any material respect;
- the insured makes a claim that is fraudulent or deliberately exaggerated;
- the insured has made a false declaration or statement in support of any such claim;
- the circumstances in which the insured entered into the insurance are altered without the insurer's consent.

We will not give a refund if anyone has made a claim in the current insurance period.

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 you 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.
- Damage to your mobility equipment, including fire and theft, when the damage results in the person in charge of the mobility equipment 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. The cover we provide for an accident is limited to the minimum cover needed to meet the relevant law.

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.

Customer care

About our service

We, Trinity Lane Insurance Company Limited, are authorised by the Gibraltar Financial Services Commission 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 broker who arranged the insurance for you.

If you are still not satisfied after contacting your broker, you should write to:

General Manager

Trinity Lane Insurance Company Limited

First Floor

Grand Ocean Plaza

Ocean Village

Gibraltar.

Phone: 00350 200 74570

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

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.

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

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 Gibraltar Financial Services Commission to carry on general insurance business in the UK.

Trinity Lane Insurance Company Limited is registered in Gibraltar. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

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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