

To report a claim, call the following



0344 381 4410



0344 381 4465



0344 381 7530



0330 880 5432



0344 381 9334



Ducati Insurance
0344 381 9253

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.

Failing to report an accident, claim or incident could result in charges or expenses that you would be legally liable for and could also result in your insurance being invalid.

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 motorcycle
- compensation for injury,
- and
- recovering of other losses, such as loss of earnings



TRINITY
LANE

Track and Rally Vehicle Policy

(Damage Only Cover)

(Damage Only Cover)

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IMPORTANT CUSTOMER INFORMATION

You should keep a complete record of all information supplied to us in taking out this insurance.

So that you understand what you are covered for, please read this policy and the policy schedule (which may make reference to endorsements) very carefully. You should pay special attention to the general exceptions and general conditions of this policy.

If you have any questions, or the cover does not meet your needs or any of the details are incorrect you should notify us immediately via your insurance broker.

Notification of changes which may affect your insurance

To keep your insurance up to date please tell us straight away via your insurance broker about changes which may affect your cover.

Some examples are:

- A change in any of the information provided in relation to the contact details for yourself
- You wish a new driver to be covered.
- The declared driver gets a motoring or other conviction, sustains a competition/road licence endorsement, suffers from a medical condition or has had an accident.
- The insured vehicle is changed or modified from the specification previously disclosed to us or you intend to change or modify it.
- The insured vehicle is involved in an accident whilst taking part in the competitive stages of an event no matter how trivial.
- A change of vehicle, or you have purchased another vehicle to which you want cover to apply.

This is not a full list and if you are in any doubt you should advise your insurance broker for your own protection. If you do not tell us about changes, your insurance may not cover you fully or at all.

NOTIFYING US OF AN ACCIDENT OR LOSS:

After any accident you must contact us as quickly as possible following the incident (this must be within 48 hours of the finish of the insured event).

Call us – 01279 940448

We will also need the following documentation sent to us without delay:

1. Notification of claim, including Insured name, driver's name, date of incident, circuit and the race meeting at which the incident occurred. This information must be submitted within 48hrs of the incident.
2. A detailed estimate for the repairs
3. The Driver's Statement
4. A copy of the driver's road/racing licence
5. A signed statement from the circuit or race organiser confirming the incident occurred
6. The purchase invoice / receipt for the vehicle, or alternatively details concerning purchase date and value
7. Photographs evidencing the damage reported, both prior to dismantling and of each damaged part.

Please send this supporting documentation to Claims Manager, Hadleigh Claims Management Ltd, 13 Apton Road, Bishops Stortford, Hertfordshire, CM23 3SP.

Delay in notification of an incident to us may invalidate your right to claim. Please quote your policy number and give all relevant information about the incident.

We will deal with your claim as quickly and fairly as possible. Please read the General Conditions in this policy document.

About your Policy for Track and Rally Vehicles

Thank you for choosing to purchase an Insurance policy arranged by Trinity Lane Insurance Company Limited.

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and us (Trinity Lane Insurance Company Limited). This contract is entered into on the basis that:

- you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and
- any other information given either verbally or in writing by you, or on your behalf at the time you applied for insurance is also complete; and
- the information supplied has been given honestly and to the best of your knowledge and belief.

The information that you have given to us is shown on your signed proposal form or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy document, the Policy Schedule and the Certificate of Motor Insurance together. The Policy Schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have arranged to insure you against, loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover provided is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured) or us (Trinity Lane Insurance Company Limited) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies. Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the policy schedule or endorsements. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document.

Approved repairer

A motor vehicle repairer authorised by us or our representative to repair the insured vehicle following a valid claim under this insurance.

Declared driver(s)

The person or persons declared by you on your proposal form or statement of fact whose name(s) is/are shown on the policy schedule.

Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance wording.

Engine

The engine block, cylinder head(s), rocker cover(s) and all components contained therein.

Excess

An amount you have to pay towards the cost of a claim under this insurance. You have to pay this amount regardless of the circumstances leading to the claim.

Gearbox

The gearbox housing and all components contained therein.

Geographical Limits

The United Kingdom (England, Scotland, Wales, Northern Ireland), the Channel Islands and the Isle of Man. We will also extend your insurance to provide the cover shown on your schedule in the following countries as long as you have contacted us and informed us of the dates that you will need cover for beforehand. Cover is also included while your vehicle is being transported to these countries by rail or by a recognised sea route which takes less than 65 hours.

a Any country which has entered into an agreement with the European Commission

b Iceland

c Liechtenstein

d Norway

e Switzerland

f Monaco

g Andorra

h San Marino

i Vatican City

j Gibraltar

Insurance broker

The insurance broker who has placed this insurance with us, acting on your behalf as your agent and through whom all matters concerning this insurance are handled.

Insured event(s)

The ATDO, motor manufacturer and/ or motor magazine organised, or motor sport body approved event(s) held on the date(s) shown on the policy schedule. Cover only applies whilst the insured vehicle is taking part in the insured event(s) defined in the policy schedule (see 'Insurance Provided – Guide to policy cover on page 6 for further information regarding the extent of cover).

Insured vehicle

The motor Vehicle, the details and registration number and/or identification number (VIN) of which are shown in the policy schedule. Upgrades and modifications which have been declared to and accepted by us in advance will be considered to be part of the insured vehicle. This definition will include the versions of software, firmware and hardware declared to us as being installed on the insured vehicle as long as the value of these items is included in the market value declared by you and shown on the policy schedule as the value of the insured vehicle.

Market value (full value) basis

The lesser of the value of the insured vehicle at the time of damage compared with one of the same make, model, specification and condition and the value of the insured vehicle declared by you and shown in the policy schedule will be accepted as the market value at the time cover is arranged under this policy. In the event of a claim being reported to us, we reserve the right to appoint a specialist engineer/assessor to establish the precise specification of the insured vehicle. Any differences between the specification declared by you and the information supplied by the specialist engineer/assessor which indicate that the value of insured vehicle is less than the value declared by you will be reflected in any claims settlement. Information from the specialist engineer/assessor indicating that the true value of the insured vehicle is more than the value declared by you will not be taken into account in arriving at a claims settlement amount. We reserve the right to void the policy if there is a significant variation between the declared value of the insured vehicle and the true value based on the correct vehicle specification.

Period of insurance

The period between the effective date and expiry date shown on the policy schedule but only whilst the insured vehicle is taking part in the insured event. Any changes to the date of any insured event made by the organisers of the insured event will be automatically covered by this policy as long as such rescheduling applies to all competitors taking part.

Policy schedule

The document which shows details of the insured policyholder and insurance protection provided and forms part of this contract of insurance.

Proposal form

The application for insurance and declaration completed by you or on your behalf. We have relied on the information provided on this form in entering into this contract of insurance.

Statement of Fact

The form that shows the information that you gave us or that was given on your behalf at the time you applied for insurance. We have relied on the information provided on this form in entering into this contract of insurance.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

We/Us/Our

Trinity Lane Insurance Company Limited.

You/Your

The insured policyholder named in the policy schedule.

Insurance provided – guide to policy cover

a) Level of cover

The level of cover provided by this insurance is shown on your policy schedule. The limitations that apply to each level of cover are as shown below. Cover is subject to any endorsement shown on your policy schedule.

Level of Cover	Section of policy applying	Basis of cover
Material damage cover excluding fire damage	Section A	The insured vehicle is covered under the terms of Section A of the policy on a market value basis.
Fire damage cover	Section B	The insured vehicle is covered under the terms of Section B of the policy on a market value basis.

b) Restrictions on how the insured vehicle can be driven/used

This policy only provides cover whilst the insured vehicle:

- is being driven by or was last in the control of the declared driver(s); and
- is taking part in the insured event described in the policy schedule.

c) Type of insured event covered

The type of insured event to be covered by this policy will have been selected by you at the time of your application for insurance. Please refer to your policy schedule for confirmation of the type of insured event covered under your policy. The extent of cover and general limitations applying to each category of insured event are shown in the following table:

Rally Events	Cover commences at the first timed entry point to each of the competitive stages of the insured event and ends at the last timing clock at the exit of such stage. There is no cover for damage occurring outside of the time-controlled section of a competitive stage of the insured event .
Race Events	Cover commences once the insured vehicle has entered the race track and is subject to the control of the race organisers and ceases when the insured vehicle has exited the race track and is no longer subject to the control of the race organisers. For the avoidance of doubt cover applies whilst the insured vehicle is temporarily in the pit lane whilst taking part in the insured event but there is no cover elsewhere in the paddock area.
Track Days	<p>Cover commences once the insured vehicle has entered the race track and is subject to the control of the event organisers and ceases when the insured vehicle has exited the race track and is no longer subject to the control of the event organisers. For the avoidance of doubt cover applies whilst the insured vehicle is temporarily in the pit lane whilst taking part in the insured event but there is no cover elsewhere in the paddock area.</p> <p>Cover only applies whilst participating in an event organised by the Association of Track Day Organisers. <u>There is no cover for damage caused whilst racing, during timed runs or trials or any form of competitive driving.</u></p>

The cover provided is subject to the terms, general conditions and general exceptions contained in this policy document or in any endorsement applying to this policy document.

Trinity Lane Insurance Company Limited – Track Day Policy (Damage Only Cover)

IMPORTANT:

This policy only provides cover in respect of damage to the insured vehicle.

There is no cover for legal liability for death or bodily injury under this policy.

There is no cover for damage to property belonging to other people (third parties) under this policy.

There is no cover whilst the insured vehicle is being driven outside of the controlled section of the insured event defined in the policy schedule.

Section A -Damage to the insured vehicle (excluding fire damage)

This section of the policy only applies if shown on your policy schedule

We will cover you against damage to the insured vehicle (less the excess that applies) which happens whilst it is being driven by the declared driver in the insured event as described in your policy schedule.

Damage caused by fire is specifically excluded under this section of the policy.

Damage to the engine and gearbox is excluded from this section unless specified otherwise in your policy schedule. If the insured vehicle is involved in more than one accident or loss during an insured event:

- each accident will be considered independently in assessing whether there is a valid claim under the policy; and
- any damage sustained in a preceding accident or loss (whether covered by this policy or not) will be excluded from the assessment of any claim in respect of any second or subsequent accident; and the policy excess will be applied separately to each individual accident or loss.

Under this policy we may either:

- pay for the damage to the insured vehicle to be repaired; or
- if the insured vehicle is not a repairable proposition pay an amount of cash equivalent to the damage sustained; or
- with your agreement provide a replacement Vehicle.

The most we will pay.

The most we will pay will be either:

- the market value of the insured vehicle; or
- the cost of repairing the insured vehicle;

whichever is the lower.

If the insured vehicle is deemed to be beyond economical repair the damaged Vehicle (including all installed software, firmware and hardware) becomes our property once a claim is met under the policy. You must send us:

- the vehicle registration document, MOT certificate (if required by law); and
- all relevant identification certification including logbooks (if appropriate); and
- all supporting documentation relating to any modifications or upgrades to the insured vehicle;

before we are able to meet the claim.

If the insured vehicle is the subject of a Hire Purchase or Leasing Agreement we will pay up to the amount defined above under 'the most we will pay'. This payment will be made to the Hire Purchase or Leasing Company as owner, whose receipt shall be a discharge of any claim under this policy.

Repairs

Repairs are normally undertaken by our approved repairer.

If you choose to use an alternative repairer to carry out the repairs we will not pay more than the cost of repairs had the work been undertaken by our approved repairer. In these circumstances we may, at our option, settle the claim for repairs to the insured vehicle by making a cash payment for the amount quoted by our approved repairer less the excess which applies to the claim.

In all circumstances we will not pay for more than 50 hours of specialist labour for any one claim.

If parts required for repairing the insured vehicle are not available in the United Kingdom our liability for those parts shall not exceed the manufacturers' last list price or if not listed the price of those parts for the nearest comparable vehicle available. We will not pay the cost of importing parts that are not available in the United Kingdom.

We may at our option use parts that have not been supplied by the original manufacturer to repair the insured vehicle.

Repairs should not be commenced without our express approval and damaged parts, components, software and firmware must be retained for inspection by the specialist engineer/assessor appointed by us.

We will not pay the cost of any repair or replacement which improves the insured vehicle to a better condition than it was in before the damage covered by the policy is sustained. If this does happen you must make a contribution towards the cost of repair or replacement. You may be required to contribute to the cost of replaced items such as exhausts or tyres.

In the event of a claim being made under the policy we have the right to remove the insured vehicle to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum. In these circumstances the costs associated with storage and removal will be met by us under the policy.

You should remove your personal belongings from the insured vehicle before it is collected from you.

Section B - Damage to the insured vehicle caused by fire

This section only applies if shown on your policy schedule

We will cover you against damage to the insured vehicle (less the excess that applies) which happens whilst it is participating in the insured event as described in your policy schedule.

Damage to the engine and gearbox is excluded from this section unless specified otherwise in your schedule. If the insured vehicle is involved in more than one accident or loss during an insured event:

- each accident will be considered independently in assessing whether there is a valid claim under the policy; and
- any damage sustained in a preceding accident or loss (whether covered by this policy or not) will be excluded from the assessment of any claim in respect of any second or subsequent accident or loss; and
- the policy excess will be applied separately to each individual accident or loss.

Under this policy we may either:

- pay for the damage to the insured vehicle to be repaired; or
- if the insured vehicle is not a repairable proposition pay an amount of cash equivalent to the damage sustained; or
- with your agreement provide a replacement Vehicle.

The most we will pay.**The most we will pay will be either:**

- the market value of the insured vehicle; or
- the cost of repairing the insured vehicle;

whichever is the lower.

If the insured vehicle is deemed to be beyond economical repair the damaged vehicle (including all installed software, firmware and hardware) becomes our property once a claim is met under the policy. You must send us:

- the vehicle registration document, MOT certificate (if required by law); and
- all relevant identification certification including logbooks (if appropriate); and
- all supporting documentation relating to any modifications or upgrades to the insured vehicle;

before we are able to meet the claim.

If the insured vehicle is the subject of a Hire Purchase or Leasing Agreement we will pay up to the amount defined above under 'the most we will pay'. This payment will be made to the Hire Purchase or Leasing Company as owner, whose receipt shall be a discharge of any claim under this policy.

Repairs

Repairs are normally undertaken by our approved repairer.

If you choose to use an alternative repairer to carry out the repairs we will not pay more than the cost of repairs had the work been undertaken by our approved repairer. In these circumstances we may at our option settle the claim for repairs to the insured vehicle by making a cash payment for the amount quoted by our approved repairer less the excess which applies to the claim.

In all circumstances we will not pay for more than 50 hours of specialist labour for any one claim.

If parts required for repairing the insured vehicle are not available in the United Kingdom our liability for those parts shall not exceed the manufacturers' last list price or if not listed the price of those parts for the nearest comparable vehicle available. We will not pay the cost of importing parts that are not available in the United Kingdom.

We may at our option use parts that have not been supplied by the original manufacturer to repair the insured vehicle.

Repairs should not be commenced without our express approval and damaged parts, components, software and firmware must be retained for inspection by the specialist engineer/assessor appointed by us. Once the claim is settled these damaged parts, components, software and firmware will become our property and may be collected by us or on our behalf.

We will not pay the cost of any repair or replacement which improves the insured vehicle to a better condition than it was in before the damage covered by the policy is sustained. If this does happen you must

Trinity Lane Insurance Company Limited – Track Day Policy (Damage Only Cover)

make a contribution towards the cost of repair or replacement. You may be required to contribute to the cost of replaced items such as exhausts or tyres.

In the event of a claim being made under the policy we have the right to remove the insured vehicle to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum. In these circumstances the costs associated with storage and removal will be met by us under the policy.

You should remove your personal belongings from the insured vehicle before it is collected from you.

General Exceptions

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

What is not covered

- The amount of any excess shown in the policy schedule or in any endorsement that applies to this policy.
- Your legal liability
 1. to other participants in the insured event; or
 2. to any third party; or
 3. to any passenger in the insured vehicle; or
 4. in respect of damage to any third-party property.
- Damage resulting from any defect in the insured vehicle if such defect would have resulted in the insured vehicle being disqualified or excluded from the insured event had the defect come to the notice of the official scrutineers of the insured event prior to the start of the insured event.
- Indirect losses which result from the incident that caused you to claim, for example, we will not pay compensation for you not being able to use the insured vehicle.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment
- The costs of any upgrade to the software, firmware or hardware already installed on the insured vehicle and accepted by us prior to the accident leading to a claim under this policy.
- Depreciation or loss of value following repairs.
- Loss or damage occurring when the insured vehicle is not participating in an insured event.
- Loss or damage to the insured vehicle if the declared driver in charge of the insured vehicle at the time of such loss or damage is not in possession of a valid Driving/Competition Licence.
- Damage caused by pressure waves from aircraft or any flying object.
- Damage caused by an inappropriate type or grade of fuel being used.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.

- The cost of consumables such as oils, pads, linings etc
- Loss or damage caused deliberately by you or the declared driver or acts of gross negligence by you or the declared driver (for example failing to replace the oil cap correctly or leaving fuel lines disconnected).
- Loss or damage as a result of deliberate acts of sabotage or criminal acts
- Loss or damage arising from any consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- Loss or damage arising during (unless you prove that it was not occasioned thereby) or in consequence of:
 1. earthquake; or
 2. riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
- Loss or damage caused by acts of terrorism.
- The cost of any repair or replacement which improves the insured vehicle to a better condition than it was in before the damage covered by the policy is sustained.
- The cost of routine mechanical work, dismantling and reassembly which are part of the normal preparation process.
- Any loss or damage as a result of theft or attempted theft.
- The cost of repairing or renewing areas which were not damaged in the incident or directly affected by the incident for which you are claiming.
- Protection and removal of the insured vehicle to the repairers or delivery back to you after repair (including shipping, transportation and recovery costs) unless these are incurred on a policy which is issued purely to cover Track Day events.
- Damage to the interior of the Insured vehicle caused as a direct result of airbag deployment.
- Further damage sustained by the insured vehicle, if caused by the declared driver continuing to drive the insured vehicle after an incident.
- Costs involved in repairing specialised paintwork and logos unless specifically agreed by us.
- Any VAT element on repairs/costs relating to Rally Events or Race Events.
- Any loss or damage resulting from an incident which is the subject of disciplinary action by an official involved in the organisation or marshalling of the insured event.
- Any claim for more than the market value of the vehicle at the time of the loss.

General Conditions

1. Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

We will only provide the cover described in this insurance policy if:

- you have paid or agreed to pay the premium for the current period of insurance; and
- you or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by endorsement) as far as they can apply; and
- in entering into this contract, you have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of your knowledge.

Your premium is based on information you supplied at the start of the insurance, subsequent alteration or renewal. You must tell us immediately via your insurance broker of any change to that information. Some examples are any changes to the insured vehicle which improve its value, performance or handling, any change of Vehicle, change of address (including where Vehicle is kept) or change of declared driver.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 your failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in your policy being cancelled or your claim being rejected or not fully paid, for example if a declared driver sustains a motoring or non-motoring conviction or a medical condition is diagnosed.

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate your claim, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.

2. Looking after your Vehicle

You are required to maintain the insured vehicle in a roadworthy/raceworthy condition.

If your policy includes cover for Race Events or Rally Events you are required to keep on board fire extinguishers in the insured vehicle. These must be properly maintained and fully charged at all times the insured vehicle is taking part in an insured event.

You and the declared driver are required to take all reasonable care to safeguard the insured vehicle from damage, including, but not limited to, compliance with any instruction from the organisers of the insured event, their agents or the event marshals such as reducing speed or stopping the insured vehicle. Any failure by you and/or the declared driver to comply with such instructions from the officials involved in running the insured event may mean that all cover under the policy is invalidated and any resultant claim is repudiated.

We shall at all times be allowed free access to examine the insured vehicle.

3. Having an MOT and/or scrutineers' certificate

There must be a valid Department for Transport test certificate (MOT) in force for the insured vehicle if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) you must have a valid scrutineer's certificate for the insured event. If you are not in possession of one or both of these documents at the time of loss or damage there will be no cover under this policy.

4. Accidents/fires – Immediate Action

In the event of an accident likely to give rise to a claim which is covered under the policy, you must as soon as possible contact us by phone on **01279 940448** or out of hours on **0344 381 4420** (this must be within 48 hours of the finish of the insured event).

Wherever possible please take photographs of the location of the incident and the damage to the insured vehicle. Please refer to Page 2 of this policy booklet 'If you have an accident/fire' for further guidance. If the loss or damage is covered under the policy, we will agree the arrangements for the removal and safeguarding of the insured vehicle. Any costs incurred are not covered by the policy.

You must not remove any parts, components, software or firmware from the insured vehicle until such time as it has been inspected by the specialist engineer/assessor appointed by us.

We will not pay for further damage to the insured vehicle if you drive it or attempt to drive it in a damaged condition.

We have the right to remove the insured vehicle at any time to keep claims costs to a minimum.

If we ask to examine driving licences, competition licences, rally vehicle log books, relevant identification certification and supporting documentation relating to any modifications or upgrades before agreeing to settle a claim under this policy you must supply these documents before we can proceed with the settlement.

5. Claims Procedures

You must report the incident likely to give rise to a claim within 48 hours of the finish of the insured event. You must also supply all of the documentation we ask for as soon as possible after the notification of the incident.

If you fail to report the incident and submit a repair estimate and other supporting documentation prior to your participation in the next insured event we will not admit your claim under the policy.

If your policy is due to expire and an incident occurs which is likely to give rise to a claim we will not be able to consider the claim unless the incident is reported to us no later than 48 hours after the expiry date of the policy.

You must submit documentation in support of your claim as quickly as possible but in any event within 7 days of the finish of the insured event. Supporting documentation must always include written confirmation of the details of the accident or incident from the organisers of the insured event and should wherever possible also include photographs of the damaged vehicle, location of the incident etc.

Delays in reporting the claim or submitting supporting documentation may invalidate your right to claim.

We shall be entitled to take over any claim or prosecute any claim in the name of any person covered by this insurance.

We shall have discretion in the conduct of any proceedings or in the settlement of any claim.

No proceedings may be commenced against, or settlement accepted from, any other party without our written consent.

You must give us whatever co-operation, information and assistance we require in dealing with any claim under this policy.

If there is any other insurance in force which covers the same loss or damage as this insurance, we will only pay our proportionate share of the claim.

6. Cancellation

6.1 Cancelling the policy prior to the commencement of cover

Cancellation by you

You may cancel this policy at any time prior to the commencement of this insurance. Cancellation can only take effect from the time and date that we or your insurance broker receive written notice from you.

As long as written notice (including notification by e-mail) is received by us or your insurance broker at least 48 hours in advance of the commencement of cover we will allow a full refund of premium less our administration charge which will be no less than £25.

If written notice (including notification by e-mail) is received by us or your insurance broker less than 48 hours before the commencement of cover there will be no refund of premium allowable.

It is recommended that you use e-mail, Recorded Delivery or another trackable postage method to send your written cancellation request. Neither we nor your insurance broker can be held responsible for instructions or documents that have been lost in transit or e-mails which are not received.

Cancellation by us due to non-payment of premium

Cover will be automatically cancelled if payment has not been received prior to the commencement of the insured event. We or your insurance broker will notify you of the cancellation of cover due to non-payment of the premium either by telephone or in writing. We will use the contact details supplied by you when you applied for this insurance.

6.2 Cancelling the policy after cover has commenced

Cancellation by Us

We or your insurance broker can cancel this policy by giving you notice in writing or by e-mail to your last address as notified to us.

If cover has been arranged for more than one insured event the period of notice will be 7 days.

If cover is cancelled we will refund the premium relating to the remaining insured events scheduled for the current period of insurance as shown on your policy schedule.

Cancellation by You

There is no option for you to cancel cover for a specific insured event unless we receive your written notice at least 48 hours before the start of such insured event. There will be no refund of premium allowable unless you provide us with at least 48 hours' notice in writing.

If your policy covers more than one insured event you may cancel this insurance part-way through the period of insurance by sending us written notice. As long as the notice period given by you is more than 48 hours before the commencement of the next insured event, we will allow a refund of premium in respect of the remaining scheduled future insured events. However, there will be no refund of premium if any incident has occurred during the current period of insurance which is likely to result in a claim under the policy.

7. Total Losses

If the insured vehicle is involved in an accident or loss and on submission of a claim under the policy the insured vehicle is subsequently determined to be a total loss there will be no refund of premium under the policy regardless of the day of the insured event on which the accident occurs.

In the event of the policy ceasing due to the insured vehicle being a total loss, all outstanding or overdue premiums must be paid immediately. We may at our discretion reduce the claims payment by the amount of outstanding or overdue premiums that you owe us.

8. Poor Driving Record

If your policy covers more than one insured event during a race season (as detailed in the Schedule of Events shown on your policy schedule) and multiple claims are reported to us during the period of insurance covering the race season we reserve the right to increase the excess for the remainder of the period of insurance for the declared driver concerned. In extreme circumstances we may invoke cancellation of the policy under General Condition 6 above.

9. Right of Recovery

If under the laws of any country in which this insurance applies, we have to make payments which but for those laws would not be covered by this policy, you must repay the amounts to us.

You or the person who caused the accident must also repay us any money we have to pay because of any agreement we have with the Motor Insurers' Bureau or member of the Council of Bureaux in the country in which the accident occurs.

Any payment we have to make because we are required to do so by compulsory insurance law or an agreement with the Motor Insurers' Bureau/Member of the Council of Bureaux will mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first-class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would rather be told about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance broker the following explains the procedures for resolving your complaint:

If you have a complaint, please contact:
Claims Manager
Hadleigh Claims Management Ltd
13 Apton Road
Bishops Stortford
CM23 3SP
Tel: 01279 940448

When contacting Trinity Lane Insurance Company Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

You will receive a reply within seven days. Your complaint will be fully investigated and settled as quickly as possible. If you are not satisfied, you should write to;

General Manager
Trinity Lane Insurance Company Limited
First Floor
Grand Ocean Plaza
Ocean Village
Gibraltar
Phone 00350 200 74570

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this time frame we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within four weeks by sending you a final response letter. If we are unable to do so, we will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR.

You have the right of referral within 6 months of the date of your final response letter.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to:

Adrian Flux Insurance
East Winch Hall
East Winch
Kings Lynn
PE32 1HN

We always welcome feedback to enable us to improve our products and services.

Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

Financial Services Compensation Scheme

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.

Trinity Lane Insurance Company Limited – Track Day Policy (Damage Only Cover)

Privacy Statement

We are committed to protecting the privacy of your personal information in line with current data-protection law – in particular the General Data Protection Regulation (GDPR). As joint data controllers of your information, we operate in co-operation with your insurance broker. If you have any questions about data protection, you should contact your broker first.

Your Information

Your broker will share any information you give them with us so we can provide the insurance cover and for handling claims. They share this data with us on the basis of contractual requirement. We may share your information with other companies such as affinity partners (for example, a company we use to provide marketing services), brokers, agents, third-party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud-detection agencies, loss adjusters, solicitors and barristers, accountants and regulatory authorities, and as may be needed by law. We will not use your data for any marketing purposes.

We may release your personal information outside the European Economic Area (EEA). If we transfer your personal information outside the EEA, we will make sure that it is treated securely and in line with the law.

Keeping Information

In line with our legal requirements, we will keep your information for at least six years after your policy has ended. In certain circumstances we may have to keep your information more than six years for the purpose of handling claims.

Your Rights

Under the General Data Protection Regulation (GDPR), you have the right to get copies of the personal information we hold about you.

We will give you a response to your request within one month of receiving a valid request. If you want to get information from any of our partners, you will need to write to them directly. In line with the GDPR, in most cases, we will not charge for providing this information.

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

If you believe we have not kept to our responsibilities under the GDPR, you have a right to make a complaint to the Information Commissioner.

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

You have the right to have your information sent directly to another data controller if this is technically possible.

If it does not affect our contractual responsibility, you have the right to restrict data processing, if:

- you believe the information we hold is not accurate;
- processing the information is unlawful and you do not want us to erase your information;
- we no longer need the information for processing, but you need the information to establish, exercise or defend a legal claim;
- you have objected to us processing your information before checking whether the legitimate reasons for processing it override your objection.

You have the right to object to us processing your information including, but not limited to, profiling (collecting information in order to look at characteristics and predict behaviour). This does not include if the processing is necessary for entering into a contract, or for carrying out our contractual responsibilities.

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer
Trinity Lane Insurance Company Limited
First Floor
Grand Ocean Plaza
Ocean Village
Gibraltar
Phone: 00350 200 74570
Email: artexinfo@artextrisk.com
Website: www.trinitylane.co.uk



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