



TRINITY  
LANE

**Pothole Insurance Policy**

# Introduction

Thank You for Choosing Trinity Lane for your Pothole 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 broker 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 cover to your insurance broker.

The insurance is provided under the terms and conditions contained within 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 Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Regulations 2020 to carry on the business of general motor and accident classes of insurance.

# Table of Contents

Introduction .....	2	
The Contract of Insurance.....	2	
Definitions.....	4	
Demands and Needs Statement .....	6	
Your Right to Change Your Mind .....	6	
Cancellation.....	6	
General Conditions .....	7	
Your Cover .....	9	
How to Make a Claim.....	9	
Customer Care .....	10	
Financial Services Compensation Scheme (FSCS)		11
Privacy statement .....	11	

# Definitions

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

**Loss or damage** Damage caused to your tyres, suspension or alloy wheels as a result of hitting a pothole

**Evidence of pothole** – Details of the location of the pothole that caused damage to your vehicle, including the date and time of the incident and confirmation that you have reported the pothole to the relevant local authority.

**Excess** – The amount you have to pay towards any claim under this insurance as shown on the policy schedule. This amount will be refunded to you should we make a recovery from the local authority responsible for the pothole location. It is therefore important you document evidence of the pothole.

**Geographical Limits** – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Nuclear Risks** – Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

**Period of Insurance** – The length of time covered by this insurance as shown in the policy schedule.

**Pothole** – A depression or hollow in a public road surface caused by wear or subsidence.

**This Policy** – This document and the policy schedule and the insurance cover it provides.

**The Policy Schedule** – The document confirming your cover for this policy and your personal details.

**Terrorism** - An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- i) is committed for political, religious, ideological or similar purposes; and
- ii) is intended to influence any government or to put the public, or any section of the public, in fear; and
- iii) involves violence against one or more persons; or

- iv) involves damage to property; or
- v) endangers life other than that of the person committing the action; or
- vi) creates a risk to health or safety of the public or a section of the public; or
- vii) is designed to interfere with or to disrupt an electronic system.

**War** – War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

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

**You/Your** – The insured person(s) named in the certificate of motor insurance and the policy schedule.

**Your Insurance Broker** – The intermediary from which you provided your information and who you purchased this policy through.

**Your vehicle/The Insured Vehicle**

The vehicle (a car, motor caravan or van) insured by this policy as shown on the policy schedule

# **Demands and Needs Statement**

This policy has been arranged by your insurance broker on a non-advised basis. It makes no recommendation as to the suitability of this policy for your particular needs. This policy will meet the demands and needs of someone who owns and uses a car, motor caravan or van who would prefer not to claim on their vehicle's Comprehensive insurance policy for tyres, suspension and/or alloy wheel damage caused as a result of a pothole. By using this policy to claim for your damage the no claims bonus on the vehicle's Comprehensive insurance policy will not be affected and you will likely pay a lower excess.

It is important you read the information contained in this document to ensure this policy's cover meets and continues to meet your needs and expectations.

## **Your Right to Change Your Mind**

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

## **Cancellation**

You may cancel this insurance at any time by giving us 14 days' notice. If you cancel the policy within the 14-day cooling off period, you will have to pay a proportion of the premium you paid for the period of time you have had insurance cover. If you cancel this policy after the 14-day cooling off period there will be no return of premium.

We may cancel this insurance by sending 14 days' prior notice to your last known address. We will refund the part of your premium which applies to the remaining period of insurance. We will send this refund via your insurance broker.

Reasons for us cancelling this policy at any time may include but are not restricted to;

- You have not provided documents or information we or your insurance broker have asked for.
- You have not made any payment, your insurance broker or any other company have asked for in connection with this policy.
- We or your insurance broker have good reason to suspect fraud or false information.
- A change in your details makes this policy unacceptable to us.
- You have not kept to the conditions of this policy, as set out in this document.
- 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.

# General Conditions

The following conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

## Information

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all the information provided is accurate and complete.

You must tell us, as soon as possible, if there are any changes to the information you have given us. If you are in any doubt, please contact us or your insurance broker. When we are notified of a change, we will tell you if this affects this policy. For example, we may cancel this policy in accordance with the cancellation condition, amend the terms of this policy or require you to pay more for your insurance. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

## Arbitration

Any dispute arising out of or relating to this policy, including its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

## Due Diligence

You must take reasonable steps to prevent any accidents and to protect your property against loss or damage. You must keep your tyres, alloys and suspension in good condition and repair. You must let us examine your tyres, alloys and suspension at any reasonable time.

## Misrepresentation

If we establish that you deliberately or recklessly provided us with false information, we will treat this insurance as if it never existed and decline all claims.

If we establish that you were careless in providing us with the information we have relied upon in accepting this insurance and setting its premium we may amend the terms of your insurance or charge you more for your insurance or reduce the amount we pay on a claim in the proportion that the premium you have paid bears to the premium we would have charged you.

**Cover Limit**

Our liability for any loss or damage shall not exceed £1500. In the event of a claim we may require evidence of ownership. Tyres, suspension and alloy wheels will be replaced on a like for like basis only.

**Claims**

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

# Your Cover

We will be liable for loss or damage sustained to your vehicle's alloy wheels, tyres or suspension as a result of a hitting a pothole, up to a maximum of £1500 during the period of insurance.

We will not be liable for;

1. Any loss or damage which occurs outside of the geographical limits.
2. Any loss or damage which occurs as a result of war, terrorism or Nuclear risks.
3. The first £75 of any claim. This is the policy excess.
4. Any loss or damage where your vehicle is used for hire and reward or in connection with parcel or food delivery or emergency response.
5. Any claim where you have not provided evidence of the pothole (including the date and time of the incident and confirmation that you have reported the pothole to the relevant local authority).
6. Any claim amount above the cover limit (£1500) as shown on your policy schedule.
7. Any claim if you have already claimed above the annual limit as shown on your policy schedule.
8. Any claim for loss or damage where you were driving recklessly.
9. Any claim for damage to parts of your vehicle other than the alloy wheels, tyres or suspension as a result of the pothole.
10. Any claim for betterment of parts. You will receive like-for-like replacements in terms of quality of parts on a new for old basis.
11. Claims for general wear & tear or neglect.
12. Any claim for loss or damage where you were not driving the insured vehicle.
13. Any claim where the loss or damage was incurred before the inception of this policy.

## How to Make a Claim

If you need to tell us about an incident, please phone us immediately on **0344 381 4599**.

Claims will be dealt with by our UK claim handling agents Hadleigh Claims Management. You must tell us as soon as possible (and no later than 31 days) after any event that may lead to a claim under this policy. If you phone us, it will help if you have your policy details to hand. You will also need to give us full details of the incident including evidence of the pothole.

# 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  
London  
E14 9SR.  
Phone: 0800 023 4 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://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.



TRINITY

L A N E

V2 2020.07