



TRINITY  
LANE

**Spare Parts Insurance**

# Introduction

Thank You for Choosing Trinity Lane for your Spare Parts Insurance.

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

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

## Insurer

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

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

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

## The Contract of Insurance

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

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

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

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

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 Malta Financial Services Authority under the Insurance Business Act 1998 to carry on the business of general motor and accident classes of insurance.

# Contents

# Page

Definitions – The meaning of certain words and phrases	4
Demands and needs statement	6
Your right to change your mind	6
Cancellation	6
General conditions	7
Your cover	8
Making a claim	8
Data Protection Act	9
Customer care	10
Financial Services Compensation Scheme	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 spare parts by means of accidental damage, loss, vandalism, theft or attempted theft.

**Your spare parts** – Any motor part or accessory associated with motor vehicles owned by you that are named on the policy schedule which at the time of loss were not attached or fitted to any motor vehicle.

**Evidence of ownership** – The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of your spare parts.

**Excess** – The amount you have to pay towards any claim under this insurance as shown on the policy schedule.

**Your Garage** – Any locked garage or outbuilding sited at your home address or an address you have declared to us or your insurance advisor.

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

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

**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.

**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 named in the certificate of motor insurance and the policy schedule.

# **Demands and Needs Statement**

This policy has been arranged by your insurance advisor 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 motor vehicle spare parts for which this policy will give that person insurance cover against loss or damage as a result of accidental damage, fire, vandalism, storm, flood, or theft. 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 advisor 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 a cancellation occurs during the 14 day cooling off period, we will charge pro-rotta cancellation charges. 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 adviser.

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 advisor have asked for.
- You have not made any payment, your insurance advisor or any other company have asked for in connection with this policy.
- We or your insurance advisor 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 advisor. 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 accident or injury and to protect your property against loss or damage. You must keep your spare parts in good condition and repair. You must let us examine your spare parts 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

In respect of your spare parts, our liability for any loss or damage shall not exceed the respective cover limit stated in the policy schedule. In the event of a claim we may require evidence of ownership.

## **Other Insurance**

This policy does not cover any accident, loss or damage which at the time of the happening of such accident, loss or damage is insured by or would, but for the existence of this policy, be insured by any other existing policy or insurance certificate except in respect of any excess beyond the amount which would have been payable under such other policy or certificate had this insurance not been effected.

## **Crime reference**

For any claims for vandalism, theft or attempted theft, you must obtain a crime reference number from the police in order to submit a claim.

## **Your Cover**

We will be liable for any loss or damage sustained to your spare parts whilst they are kept locked inside your garage or, at the time of the loss, were temporarily housed inside a motor vehicle (but not attached or fitted to the motor vehicle).

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 £50 of any claim. This is the policy excess.
4. Any loss or damage where your garage or motor vehicle that the parts were being stored within was at the time of the loss left unlocked or was left accessible by some means other than by the door.
5. Any claim for theft, attempted theft or vandalism where you have not obtained a crime reference number from the police.
6. Any claim amount above the cover limit as shown on your policy schedule.
7. Any claim if you have already claimed above the annual limit as shown on your policy schedule.

## **Making a Claim**

If you need to tell us about an incident involving damage to or loss to your spare parts, 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 as (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.

If you ask us to repair your spare parts, we will do this if the damage is covered and, if necessary, one of our approved assessors has inspected the damage.



# 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.

We can give you details of all the systems and registers we use, and where we send personal information to, if you ask.

If you have any questions, or if you would like more information about this notice, please contact:

Data Protection Officer  
Trinity Lane Insurance Company Limited  
The Landmark  
Level 1, Suite 2  
Triq L-Iljun  
Qormi QRM 3800  
Malta.  
Phone: 00356 22 489 100  
Email: [info@artextrisk.com.mt](mailto:info@artextrisk.com.mt)  
Website: [www.trinitylane.co.uk](http://www.trinitylane.co.uk)

# 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-Ijjun  
Qormi QRM 3800  
Malta.  
Phone: 00356 22 489 100

When you do this, please quote your policy number shown on your schedule of insurance document as it will help us deal with your complaint quickly.

If we cannot settle the complaint to your satisfaction, you can contact:

The Financial Ombudsman Service  
Customer Contact Division  
Exchange Tower  
London  
E14 9SR.  
Phone: 0800 023 4 567  
Email: [complaint.info@financial-ombudsman.org.uk](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.

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](http://www.fscs.org.uk).

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

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

## Privacy statement

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

### Your Data

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

We will not use your data for any marketing purposes.

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

## **Data Retention**

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

## **Your Rights**

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

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

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

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

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

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

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

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

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



TRINITY  
LANE

V4 2018.08