



TRINITY
LANE

Total Loss Protection

Please read this Insurance document carefully and keep it safe. You will need this booklet should You need to make a claim.

If **you** need to make a claim please phone **us** immediately on **01279 940448**. 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.

As a vehicle ages, it will naturally depreciate in value. In the unfortunate event of the Vehicle being declared a Total Loss, Your Motor Insurer will normally only pay up to the Market Value of the Vehicle, leaving you to find additional funds for a replacement vehicle. This is where the Trinity Lane Total Loss Insurance can help. This Insurance has been designed to top-up the Motor Insurers Settlement Amount putting You back into a better position to purchase a replacement vehicle.

To ensure peace of mind motoring, it is important that You read this Insurance document and understand the terms and conditions of this Insurance.

This Insurance is underwritten Trinity Lane Insurance Co. Ltd. We are authorised and regulated by the Gibraltar Financial Services Commission to carry on general insurance business and are authorised to provide 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.

Claims made under this Insurance will be handled by Hadleigh Claims Management.

Important Note

If at any time the Insurance which We arranged for You is subsequently cancelled by the Insurer, We may arrange and enter in to a new insurance with another Insurer ("New Policy"), as Your agent on Your behalf. We will give You reasonable advance notice of the terms of the New Policy. This term represents Your prior request to Us and to the new insurer to provide the New Policy but You may notify Us in writing that You do not want the New Policy before it is entered in to. This term can apply to more than one New Policy. You may at any time cancel the authority and request contained in this clause by notice in writing to Us although Your notice will not affect New Policies entered in to before We receive Your notice.

Your Insurance Cover

What is covered by Your Insurance

Subject to the correct premium having been paid, in the event of a Total Loss happening within the Geographical Area and occurring within the Period of Insurance, this Insurance will pay 25% of the Motor Insurers Settlement Amount, up to a maximum of £10,000.

Where the Motor Insurers Settlement Amount exceeds the Market Value of the Vehicle, We reserve the right to calculate the 25% gap claim settlement on the basis of the Market Value at the point of the Total Loss

Terms Used

What the terms mean

Any word or expression to which a specific meaning has been attached will have that same meaning throughout this Insurance and will appear with a capital letter.

Application means any written or verbal declaration together with any additional information You may have supplied to Us in support of Your Application for this Insurance.

Commencement Date means the date on which Your Insurance starts as shown in the Schedule.

Geographical Area means England, Wales, Northern Ireland, Scotland, Isle of Man, Channel Islands. Cover also applies to member countries of the European Community and any other country for which an International Motor Insurance Certificate ('Green Card') is effective on Your Vehicle at the Point of Total Loss, for up to 60 days in any one trip.

Glass's Guide means the car values guide published monthly by Glass's Information Services Limited, used by the Insurance Industry in assessing vehicle values.

Insurance means Your Application, this Insurance policy, the Schedule and any requirements issued by Us or the Insurer.

Insurer means Trinity Lane Insurance Company Limited.

Issue Date as stated in the Schedule means the date on which You sign the documentation and pay the appropriate premium (if applicable) for Your contract of Insurance.

Market Value means the Market Value based on the Glass's Guide Retail Value for replacing the Insured Vehicle with one of the same make, model, trim level, recorded mileage applicable at the Point of Total Loss. There will be no value allowance for non-standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail value. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide Retail Value listings or it is suspected that the condition of the Insured Vehicle is such that this would affect the Retail Value.

Motor Insurer means the company that issued the certificate of Motor Insurance relating to the Insured Vehicle.

Motor Insurers Settlement Amount means the Motor Insurers Vehicle valuation excluding contents or any compensation for third party claims, personal injury, vehicle rental charges or any other out of pocket expenses.

Period of Insurance means the time between the Commencement Date of this Insurance and the earlier of the following dates:

- a) The completion of the Period of Insurance shown on Your Schedule.
- b) The date on which Your Vehicle is sold or transferred to a new owner.
- c) The date on which a claim on this Insurance is concluded.

Point of Total Loss means the date and time of the fire, theft or accident that gives rise to Your claim for the Total Loss of the Insured Vehicle.

Schedule means the part of this Insurance that contains details of Your Vehicle, You, the Period of Insurance and claim limits.

Total Loss means that You have claimed under Your Motor Insurance, Your claim has been agreed, Your Vehicle has been forfeited (title of the Vehicle transferred to the Motor Insurer) and a payment made following accidental damage, fire or theft that has rendered Your Vehicle beyond economic repair. This Insurance will also cover non-fault incidents where a successful claim is accepted and paid by the third party motor insurer.

UK means the United Kingdom, Channel Islands and Isle of Man.

Vehicle means the Vehicle as detailed on Your Schedule..

We / Us / Our means Trinity Lane Insurance Company Limited.

You / Your means the Insurance holder named in the Schedule, being the registered keeper of the Vehicle or person/company named as the hirer/leasee in a contract hire/leasing agreement covering the Insured Vehicle and as the policy holder or named driver on the Motor Insurance policy.

What is not covered

Your Insurance does not cover;

1. Any claim where the Total Loss is not subject to an indemnity under the accidental damage, fire or theft sections of Your Motor Insurance Policy.
2. Any claim where You have the option to receive a replacement vehicle under the terms of Your Motor Insurance Policy in respect of the Total Loss of Your Vehicle. (The balance of this cover can be transferred to the replacement vehicle on request).
3. Any claim where the loss is covered by any other insurance or warranty.
4. Any claim where the Total Loss arises as a consequence of war, riot, civil commotion or terrorism.
5. Any claim where the Total Loss is caused by an accident when the driver of Your Vehicle is under the influence of alcohol or drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner in respect of which a warning against driving is given.
6. Any compensation for loss of use of Your Vehicle or any resultant loss of any kind.
7. Any claim where the Total Loss occurs outside the Geographical Area.
8. Any claim which is the subject of fraud or dishonesty.
9. Theft committed by any person who has access to keys of Your Vehicle.
10. Your Vehicle if it is used as a taxi or hackney carriage, emergency vehicle or heavy goods vehicle over 3,500 kg GVW.
11. Your Vehicle if it is used for racing, rallying, pace making, speed testing, or any other competitive event or is driven by any person not holding a valid, current licence to drive Your Vehicle.
12. VAT if You are VAT registered.

Making a claim

1. You must notify Us of any possible claim under this Insurance within 30 days from the Point of Total Loss and We will send You a claim form.
2. You must complete the claim form in full and return it to Us along with any requested information/documentation which is reasonably required for Us to establish the amount of any payment due under this Insurance.

General Conditions

1. Your Vehicle must be insured by a Motor Insurance Policy issued by an authorised UK Motor Insurer. If You only have third party, fire and theft insurance You can only make a claim on this Insurance for Total Loss due to fire or theft.
2. For this Insurance to become effective, Your Motor Insurer or the third party motor insurer must declare Your Vehicle a Total Loss, make a payment to You in settlement of Your claim, and the Vehicle forfeited.
3. The benefits of this Insurance may not be assigned to a third party. If You sell and/ or transfer Your Vehicle to another person, motor dealer or trader during the Period of Insurance all cover will expire upon such sale/ transfer and no premium will be refundable.
4. Unless the Insurers have agreed otherwise in writing, this Contract of Insurance will be governed by English law.
5. In the event of a Total Loss, You must contact Us within 30 days of the date on which the loss or damage occurred.
6. Failure to pay any premium will result in the immediate suspension of cover and may result in cancellation.

Transfer

If You sell Your Vehicle, provided that no claims have been made under this Insurance, You may transfer the remaining cover to a replacement vehicle, subject to Our prior agreement. A new Schedule will be issued confirming the replacement vehicle details. Where the replacement vehicle is deemed to be of a higher risk an additional premium may be required.

Should You wish to transfer cover, please contact Your broker. Continuation cover will only apply from the Issue Date of the new Schedule.

Cancellation

Provided that You have not made a claim, You may cancel this Insurance within 14 days of the Issue Date or the date in which You receive the contractual terms and conditions whichever occurs the later, and obtain a full refund. Any refund of premium will be processed by the selling broker. After 14 days You may cancel this Insurance but no refund of premium is available and any outstanding premium must be paid in full.

Caring for customers

If You have a problem

We hope You will be completely happy with this Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

Complaints about the sale & administration of this Insurance

In the first instance, please contact Our Customer Services Manager either by telephone on 0330 123 1041, or by e-mail to complaints@adrianflux.co.uk.

Alternatively write to
Adrian Flux Insurance Services
Customer Relations Department
East Winch Hall
East Winch
King's Lynn
Norfolk
PE32 1HN

If your complaint is about the way your insurance cover is managed, or about the actual policy you should contact:

The Financial Ombudsman Service
Customer Contact Division
Exchange Tower
London
E14 9SR
Telephone 0800 0234 567
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the Insurer cannot complete Their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

We are authorised and regulated by the Gibraltar Financial Services Commission to carry on general insurance business and are authorised to provide 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.

Sensitive data

If You have given Us consent to use Your sensitive personal data (e.g. if appropriate, health data for Your registration under the Motability Scheme), it will only be processed in order to provide the service requested.

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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