



T R I N I T Y  
L A N E

## Private Vehicle\* Auto Extra Policy

\* Vehicle includes Vans, Motor Cars, Motorhomes / Campers, Tricycles

## **Personal accident insurance & road rage cover**

This is your Personal Accident Certificate. Please read it carefully and keep it in a safe place. Trinity Lane Insurance Company Limited has agreed to insure you under the terms, conditions and exclusions contained in this document.

This Certificate is a legally binding contract of insurance between you (the insured) and us (the insurer) and is governed by English Law. The insurance provided by this Certificate covers accident or injury that occurs during any period of insurance for which you have paid or agreed to pay the premium.

## **Demands and needs statement**

This policy is suitable for someone looking for personal accident cover in the event of a vehicle accident.

## **Period of insurance**

The insurance offered is normally a 12-month contract, which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

This insurance runs concurrently with your Motor Insurance Policy.

In the event of cancellation/non-renewal of your Motor Insurance Policy all cover under this insurance shall cease.

## **Insurer**

Trinity Lane Insurance Company is authorised and regulated by the Malta Financial Services Authority to carry on business of general insurance from Malta in terms of the Insurance Business Act 1998 and regulated by the Financial Services Authority for the conduct of UK business.

## **Type of insurance and cover**

Trinity Lane Insurance Company Ltd offers Personal Accident insurance cover. Cover specific features and benefits (referenced to the sections contained in the insurance document or any endorsement to the document).

## **Personal accident**

We will pay the sum insured selected and shown in the full policy wording if an insured person suffers bodily injury during the period of insurance which results in any of the following:

- Accidental Death
- Total and irrecoverable loss of sight in both eyes
- Total and irrecoverable loss of sight in one eye
- Loss of limbs
- Loss of one limb
- Permanent Total Disablement

## **Additional benefits in the event of a roadrage assault**

- a Hospital daily cash benefit £100 per day of confinement but not beyond 30 days first night franchise.
- b Emergency dental treatment £500 excess of £25 each and every loss.
- c Clothing & personal effects £250 excess of £25 each and every loss.
- d 5 sessions of stress counselling following a claim.

The maximum accumulation limit for any one accident shall be £100,000 for Bodily Injury for any road rage assault. Subject to the following warranties, definitions, exclusions and conditions.

## **Significant or unusual exclusions or limitations**

### Personal Accident

We will not pay the following:

- The sum insured for 'loss of sight' or 'loss of a limb' or 'permanent total disability' if the loss or disability results in death within 52 weeks of an accident.
- Any amount over the accident accumulation limit.
- Claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the Insured Person(s) suffered and was known to suffer, prior to the start of the Insurance.

We will not pay the following in the event of a road rage assault:

- Hospital daily cash benefit for more than 30 days and for the first night unless two or more nights are spent in hospital.
- Emergency Dental Treatment for the first £25 each and every loss.
- Clothing & Personal Effects for the first £25 each and every loss.

If the consequence of an injury is aggravated by a physical disability or condition of the Insured Person which existed before the accident occurred, the amount of any compensation payable under this insurance in respect of the consequences of the accident shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.

We will not pay a claim if an insured person

- Is not normally resident in the United Kingdom.
- Is using the vehicle for hire or reward, racing competitions, rallies, trials, speed testing, track day or in connection with the motor trade.
- Is riding a motorcycle or moped.
- Is under the influence of alcohol or drugs.

## **Cancellation**

The Insured Person may cancel the insurance at any time by sending us written notice and returning the insurance documents.

The insurer may cancel this insurance by sending the Insured Person 14 days' notice in writing. The insurer will refund the part of the premium which applies to the remaining period of insurance (as long as the insured has not made any claims).

## **Your right to change your mind**

The Insured Person may cancel the insurance, without giving reason, by sending the insurer written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents.

The insurer will refund your premium in full so long as a claim has not been made against them, otherwise the full premium is payable.

If you have chosen to pay your premium by instalments and do not cancel the insurance policy, you must continue to pay instalments for your policy, otherwise we will cancel your cover and end the insurance policy.

## **How to claim**

**If a claim occurs you must report it to us as soon as possible.  
Please phone us on: 0800 218 2066.**

## **Complaints**

We aim to provide a first-class service. If you want to make a complaint, or feel that we have not kept our promise, please contact your insurance adviser who arranged this insurance for you. When you do this, quote the policy number shown on your schedule.

If you are still not satisfied, please send your complaint to the Underwriter, Trinity Lane Insurance Company Limited Aviation Park, Vjal I-Avjazzjoni, Luqa, LQA 05, Malta.

These procedures would not affect your rights to take legal action if necessary.

## **Law applying to the insurance**

Unless we have agreed otherwise with you, English law will apply to this insurance.

# FULL POLICY WORDING

This insurance covers the Insured Person whilst driving or travelling in the insured vehicle named in the Insured Person's Motor Policy. Passengers are only covered whilst travelling in the insured vehicle named in the Insured Person's Motor Policy and driven by the insured person or a named driver.

This Insurance runs concurrently with the Insured Person's Motor Policy. In the event of cancellation/non-renewal of the Insured Person's Motor Policy all cover under this insurance shall cease.

## Personal accident

We will pay the sum insured selected and shown in the schedule if an insured person suffers bodily injury during the period of insurance which results in any of the following:

■ If the Insured Person and/or any passenger is under 16 years of age the Accidental Death benefit is limited to	£2,500
■ Accidental Death	£10,000
■ Total and irrecoverable loss of sight in both eyes	£15,000
■ Total and irrecoverable loss of sight in one eye	£5,000
■ Loss of limbs	£10,000
■ Loss of one limb	£5,000
■ Permanent Total Disablement	£20,000

## Additional benefits in the event of a roadrage assault

- a Hospital daily cash benefit £100 per day of confinement but not beyond 30 days first night franchise.
- b Emergency dental treatment £500 excess of £25 each and every loss.
- c Clothing & personal effects £250 excess of £25 each and every loss.
- d 5 sessions of stress counselling following a claim.

The maximum accumulation limit for any one accident shall be £100,000 for Bodily Injury for any road rage assault. Subject to the following warranties, definitions, exclusions and conditions.

## The Policy is subject to the following warranties, definitions, exclusions and conditions.

### Warranties

- a That the Insured Person is normally resident in the United Kingdom.
- b That this Insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the Insured Person(s) suffered and was known to suffer, prior to the inception of this Insurance.
- c War, invasion, act of foreign enemy, hostilities (whether war to be declared or not), civil war, rebellion, revolution, terrorist activity, insurrection or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).
- d Deliberate exposures to exceptional danger (except in an attempt to save human life), or the insured person's own criminal act, or being under influence of alcohol or drugs.
- e Provoked assault or fighting (except in bona fide self defence).
- f Any matrimonial or family dispute.

### Definitions

**Accident** - means any bodily injury which is caused by a sudden, unexpected event occurring at a time and place following a road incident within the UK.

**Accidental Death** - means loss of life which results from Bodily Injury caused by an accident.

**Assault** - means a sudden, unexpected unusual, specific event caused by an unknown third party with deliberate intent to cause bodily injury at an identifiable time and place following a road incident within the UK.

**Bodily Injury** - means a physical injury during the period of insurance, resulting solely and independently from an accident which within 12 months from the date of the accident results in the insured person's death or disability.

**Emergency Dental Treatment** - means emergency treatment to natural teeth within 7 days of the incident.

**Hospital** – means a lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self care or rest sections unit of a hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

**Insured Person** – means the person named in the Schedule.

**Insurer** – means Trinity Lane Insurance Company Limited.

**Loss of Limb(s)** – means the loss of a hand or foot by physical severance or total loss of use of an entire hand or foot.

**Loss of Use** – means the total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of is deemed permanent and beyond possibility of improvement.

**Period of Insurance** – means the period of time covered by this insurance.

**Permanent Total Disablement** – means disablement which entirely prevents the insured person from attending to any remunerative occupation and which after a period of 12 months from the date of disablement, is in the opinion of a medical referee, beyond possibility of improvement.

**Personal Effects** – means articles worn, used or carried by the Insured Person, excludes motor vehicles and their accessories.

**Territorial Limits** – means United Kingdom, the Isle of Man and the Channel Islands and up to 21 days in Europe in the period of insurance.

## Exclusions

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

- a Use of the private passenger vehicle for:
  - Hire or reward.
  - Racing competition, rallies, trials, speed testing, track days or for any purpose in connection with the motor trade.
  - Riding a motorcycle or moped as a driver or passenger.
- b The insured person committing or attempting to commit suicide or intentionally inflicting self injury, while sane or insane.

## Conditions

- a Notice must be given to the Claims Manager as soon as reasonably practicable of any accident which causes or may cause disablement within the meaning of this insurance, and the insured person must as early as possible place himself under the care of a duly qualified medical practitioner. Notice must be given to the Claims Manager as soon as reasonably practicable in the event of the death of the insured person resulting or alleged to result from an accident.
- b It is a condition precedent to the insurers liability to pay compensation to the Insured Person or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the insurer and that such medical advisers shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the insured person.
- c The police must be notified immediately following any event likely to give rise to a claim under this insurance.
- d Any fraud, concealment, or deliberate mis-statement either in the proposal on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.

## Claims Procedure

Notice must be given to the Claims Manager, Total Accident Management Limited, Redcliff Quay, Redcliff Street, Bristol BS1 6HU.

Call 0800 218 2066 as soon as possible and in any event within 31 days of any occurrence which may give rise to a claim under this Certificate. If possible the Customer's Insurance Certificate should be sent when notifying a claim as this will expedite prompt handling of the claim.

To help the handling of a claim, please make sure you have your policy details to hand when you contact the Claims Manager. You will also need to tell the Claims Manager the precise details of the incident.

## Customer care/customer complaints procedure

Trinity Lane Insurance Company Limited is licenced and authorised to carry on business of general insurance by the Malta Financial Services Authority and regulated by the Financial Services Authority for the conduct of UK business. You can visit the MFSA and FSA websites, which include a register of all regulated firms at [www.mfsa.com.mt](http://www.mfsa.com.mt) and [www.fsa.gov.uk](http://www.fsa.gov.uk) or, you can contact the MFSA on 00356 21441 155 and the FSA on 0845 606 1234.

We are committed to providing you with a high-quality service and we want to make sure that we maintain this at all times. If you have any cause to complain about your insurance, or us, please contact your insurance adviser who arranged the insurance for you.

Having contacted your adviser, if you are still not satisfied with the way a complaint has been dealt with, you should write to the Customer Services Co-ordinator, Trinity Lane Insurance Company Limited, Aviation Park, Vjal I-Avjazzjoni, Luqa, LQA 05, Malta. When you do this, quote your insurance document number, as it will help us to deal with your complaint promptly.

- a If your complaint relates to the administration of your insurance coverage, you should contact: The Financial Ombudsman Service, Customer Contact Division, South Quay Plaza II, 183 Marsh Wall, London E14 9SR, Tel: 0845 080 1800 or email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).
- b If your complaint relates to the actual policy of insurance, you should contact: Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR 14, Malta, Tel: +(356) 2144 1155.

The Consumer Complaints Manager should be contacted within 6 months from our final response or within 12 months from the date when you became aware of the circumstances giving rise to your complaint. The Consumer Complaints Manager is only able to intervene in respect of personal policyholders.

(These procedures do not affect your right to take legal action if necessary).

## **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 are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the remainder of the claim will be met. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

Trinity Lane Insurance Company is authorised and regulated by the Malta Financial Services Authority to carry on business of general insurance from Malta in terms of the Insurance Business Act 1998.

**Trinity Lane Insurance Company Limited is Registered in Malta No. C40137. Registered Office: Aviation Park, Vjal I-Avjazzjoni, Luqa, LQA 05, Malta.**