



T R I N I T Y
L A N E

Motor Vehicle Insurance
Policy Document

Specialist vehicle insurance

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

We have used the information you have given us in the declaration and either the proposal form or statement of insurance.

We have agreed to insure you under the terms, conditions and exceptions in this document and any endorsements issued attaching to and forming part of this document. You must have paid the premium shown in the schedule.

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

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Definitions

Accessories - parts of your vehicle which do not directly relate to its function as a motor vehicle. If your vehicle is a motorised caravan, fixtures, fittings, furnishings and furniture are included in this definition.

We do not cover in-vehicle entertainment equipment, citizens' band radios, telecommunications equipment, navigation equipment or portable items such as cassette tapes, compact discs, mini discs or any other music-storage device.

Agreed value - the amount shown in the schedule which we have agreed and which we must pay if your vehicle is stolen and not recovered, is totally destroyed or is damaged to the extent that the reasonable cost of repair will go over this amount (as long as the condition of the vehicle at the time of a claim is not significantly different to that you originally gave us details of). False or incorrect documentation supplied to us for agreed value will make any agreed value void and will revert the cover to market value. If we have not agreed the value of your vehicle at the time of loss or damage, the most we will pay will be the market value of your vehicle immediately before the loss or damage.

Annual mileage limit - the maximum number of miles that your vehicle is allowed to be driven in any one year of insurance.

In-vehicle entertainment and navigation equipment - permanently fitted radios, MP3 players, cassette, CD or mini-disc players (including their speakers), and navigation equipment. We do not cover citizens' band radios, telecommunications equipment and portable items such as cassette tapes, compact discs, mini discs or any other music-storage device.

Certificate of motor insurance - the legal document which is evidence that you have the insurance needed by law. This document shows the insured vehicle, who may drive it and the purposes for which it may be used.

Insurer, we, us, our - Trinity Lane Insurance Company Limited - the underwriters who will pay a claim.

Courtesy car - a small class "A" vehicle provided by a Trinity Lane Insurance Company Limited approved repairer on a voluntary basis for the duration of an authorised repair. The provision of a courtesy car is not an automatic entitlement under the policy.

Endorsement - a change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule.

Excess - the amount you have to pay towards any claim under this insurance as shown on your schedule.

Market value - the cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.

Period of insurance - the length of time covered by this insurance as shown in the schedule.

Retail customer - an individual who is acting for purposes which are outside his trade, business or profession.

The schedule - details of the sections of this insurance document which apply to you.

Unattended - when you or any passengers are not sitting in your vehicle.

United Kingdom - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

You, your - the insured person named in the certificate of motor insurance and the schedule.

Your vehicle / motor vehicle - the insured vehicle shown in the schedule.

The Policy, Schedule and Certificate of Motor Insurance and any subsequent endorsements should be read as if they are one document and any word/expression to which a specific meaning has attached in any part shall have the same meaning wherever it appears

Cover

The cover you have chosen is shown in your schedule. We have divided your cover into different sections.

1 Comprehensive - If you choose comprehensive cover, all the sections of this document apply.

2 Third party fire and theft - If you choose third party fire and theft, sections 1, 2, 3, 4, 6, 7, 12, 14, 15 and 16 only apply. The cover under section 6 is restricted to loss or damage caused by fire, theft or attempted theft.

3 Third party only - If you choose third party only, sections 1, 2, 3, 4, 12, 14, 15 and 16 only apply.

4 Fire and theft only - If you choose fire and theft only, sections 6, 7, 14 and 16 only apply. The cover under section 7 is restricted to loss or damage caused by fire, theft or attempted theft. (You can only have this cover if your car is kept in your locked garage and is not being used).

5 Off the road cover - If you choose off the road cover, sections 5, 6, 7, 14 and 16 only apply. The cover under section 7 is restricted to loss or damage caused by fire, theft or attempted theft.

If the insurance is not in one person's name, section 10 is cancelled. The general conditions and exceptions apply to all sections of the insurance.

Use

Your vehicle will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements.

This insurance also provides cover while you use your vehicle for:

- static and road safety rallies; or
- other rallies (including green laning & off road) as long as no merit is attached to the competitor's performance while driving, except in relation to good road behaviour and meeting the Highway Code; or treasure hunts as long as the route is not more than 100 miles (160 kilometres).

Unless we agree beforehand, your vehicle will not be covered while it is being used for any other form of competition, rally, trial, track day, performance test, timed lap, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road, whether or not it is authorised by the police or another relevant authority. Cover is also not provided for your vehicle being used on derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended.

Section 1

Liability to others

What we cover:

Using your vehicle

We will cover any payments that have to be made by law for:

- death of or injury to another person; or
- damage to other people's property;

as a result of an accident arising from your vehicle being used.

Other drivers using your vehicle

We will cover you for the following:

- Another person using your vehicle with your permission as long as this is agreed on your certificate of motor insurance. They will be covered for death or injury to other people, or damaging other people's property. Any passenger in your vehicle will also be given this cover, including whilst getting into/getting out of the vehicle.
- If we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

Business use

- If your certificate of motor insurance includes business use, we will cover your employer if an accident happens when your vehicle is being used on business.

Legal personal representatives

- If anyone covered by this insurance dies, we will deal with any claim made against their estate as long as the claim is covered by this insurance.

What we do not cover

- a Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving license.
- b Anyone who is covered by other insurance.
- c The death of or injury to the driver.
- d Damage, loss of use or any other loss to:

- any motor vehicle which is covered under this insurance;
 - any property you or anyone else driving the vehicle owns or is looking after; and
 - any trailer, caravan or vehicle towed by or attached to your vehicle.
- e Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- f Payment of more than £20 million (including legal costs) for damage to other people's property arising from any one claim or series of claims arising from one cause.
- g Damage to property by Historic Commercial or Collectable Military vehicles in excess of £5,000,000 (including Legal costs) in respect of any one claim or a number of claims arising out of one cause.

Section 2

Driving other cars

What we cover:

We will extend section 1 to cover you while you are driving a car you do not own (with the owner's permission), or have not hired or leased, as long as you are not covered by any other insurance. This cover only applies in the United Kingdom and if the cover is provided on the certificate of motor insurance.

What we do not cover:

- a Any loss or damage to the car you do not own.
- b Any accident which happens outside the United Kingdom.
- c Any accident which happens when the insurance is not in the name of one person.
- d Any liability if you no longer have possession of your vehicle, if it has been damaged so much that it is not worth repairing, or if it has been stolen.
- e Any liability under this insurance if the owner or keeper of the car you are driving has not arranged his or her own insurance on the car to cover his or her liability to other people.

Section 3

Legal costs

What we cover:

We will provide a legal representative to advise and represent anyone covered under section 1, if proceedings are taken out against that person for manslaughter or causing death by dangerous driving.

What we do not cover:

- a Costs covered by another insurance policy.
- b Proceedings where the driver is under 21 at the time of the accident.
- c Proceedings where the driver was under the influence of alcohol or any drugs other than drugs taken under medical supervision and not for the treatment of drug addiction at the time of the accident.

Our cover under this section is limited to £5,000 in any one year of insurance. We can settle any claims by paying you £5,000, less the costs that have already been paid.

Section 4

Towing

What we cover:

We will extend section 1 to cover you while your vehicle is towing a caravan, trailer or broken-down vehicle which must be attached securely to your vehicle in line with the manufacturer's recommendations.

What we do not cover:

We will not cover damage or loss to the caravan, trailer or broken-down vehicle, or contents carried in them.

Section 5

Damage to your vehicle - What we cover:

This section only applies to your vehicle.

We will cover you under this section for damage to your vehicle (less any excess which applies).

We will also provide cover for damage to accessories while fitted to your vehicle or while in your locked private garage. We will not pay more than £500 (less any excess which applies) for damage to accessories while in your locked private garage. The value of the accessories must be within the maximum amount we pay.

We will not pay under this section for damage more specifically covered under sections 6 or 7 of this insurance.

We will either:

- repair or replace your vehicle; or
- reimburse you for the amount of loss or damage.

The most we will pay

If your vehicle is insured on an agreed value basis, an endorsement will apply and the most we will pay will be the value shown on your schedule. If we have not agreed the value of your vehicle before the loss or damage, the most we will pay will be the market value of your vehicle immediately before the loss or damage (including its spare parts and accessories).

Salvage

If your car is totally destroyed or damaged so badly that cost of repairs will be equal to or more than the value of your vehicle as shown on the schedule, we will, at your option, either:

- a) pay you an amount of cash equal to the agreed value or market value, with the salvage becoming our property; or
- b) pay you an amount of cash equal to 80% of the agreed value or market value, with the salvage remaining your property.

We will only settle a claim under option b) if the inspecting motor engineer appointed to assess the damage to your vehicle agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

Courtesy Car Provision

Following a claim under this section of your policy, you may be entitled to a courtesy car while your car is being repaired. This is subject to:

- us agreeing that the claim is covered under your policy;
- the repairs being carried out by one of our approved repairers; and
- the approved repairer having a car available for you to use.

You will not be entitled to a courtesy car if:

- we cannot repair your car or the cost of repairing your car is uneconomical, or
- your policy does not cover the damage.

The courtesy car will be insured on a comprehensive basis (including business use if your policy provides this cover) for the period for which we have agreed you may have the courtesy car. Only you and those drivers permitted to drive under your policy will be covered.

You will be required to pay an excess towards any loss or damage to the courtesy car whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

If we have provided you with a courtesy car and while your car is being repaired it becomes apparent that we cannot repair your car or that the cost of repair is uneconomical you must return the courtesy car within 2 days of us informing you. If you do not, you will have to pay the hire costs of the courtesy car after this period.

You will have to pay the hire costs if you keep the courtesy car for longer than agreed.

Any hire costs which you have to pay may either be deducted from the settlement we agree to pay you, or added to your excess.

You will have to pay the running costs of the courtesy car (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the car.

Section 6

Loss or damage to your vehicle by fire or theft

What we cover

This section only applies to your vehicle.

We will cover you under this section if the loss or damage to your vehicle is caused by fire, theft or attempted theft (less any excess which applies).

We will also provide cover for damage to accessories while fitted to your vehicle or while in your locked private garage. We will not pay more than £500 (less any excess which applies) for damage to accessories while in your locked private garage. The value of the accessories must be within the maximum amount we pay.

We will not pay under this section for loss or damage more specifically covered under section 7 of this insurance.

We will either:

- repair or replace your vehicle; or
- reimburse you for the amount of loss or damage.

Theft of keys

If the keys or key fob for your car are stolen, we will pay the cost of replacing:

- the keys or key fob;
- the door locks or boot lock (or both); or
- the ignition and steering lock.

We will also pay the cost of re-coding or, if necessary, replacing any alarm system your car has.

The most we will pay as a result of theft of keys or key fob (including re-coding and replacement of alarm system) is £500 for any one incident.

The most we will pay

If your vehicle is insured on an agreed value basis, an endorsement will apply and the most we will pay will be the value shown on your schedule. If we have not agreed the value of your vehicle before the loss or damage, the most we will pay will be the market value of your vehicle immediately before the loss or damage (including its spare parts and accessories).

Salvage

If your car is totally destroyed or damaged so badly that cost of repairs will be equal to or more than the value of your vehicle as shown on the schedule, we will, at your option, either:

- a) pay you an amount of cash equal to the agreed or market value, with the salvage becoming our property; or
- b) pay you an amount of cash equal to 80% of the agreed or market value, with the salvage remaining your property.

We will only settle a claim under option b) if the inspecting motor engineer appointed to assess the damage to your vehicle agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

Courtesy car provision

Following a claim under this section of your policy, you may be entitled to a courtesy car while your car is being repaired. This is subject to:

- us agreeing that the claim is covered under your policy;
- the repairs being carried out by one of our approved repairers; and
- the approved repairer having a car available for you to use.

You will not be entitled to a courtesy car if:

- we cannot repair your car or the cost of repairing your car is uneconomical; or
- your policy does not cover the damage.

The courtesy car will be insured on a comprehensive basis (including business use if your policy provides this cover) for the period for which we have agreed you may have the courtesy car. Only you and those drivers permitted to drive under your policy will be covered.

You will be required to pay an excess towards any loss or damage to the courtesy car whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

If we have provided you with a courtesy car and while your car is being repaired it becomes apparent that we cannot repair your car or that the cost of repair is uneconomical you must return the courtesy car within 2 days of us informing you. If you do not, you will have to pay the hire costs of the courtesy car after this period. You will have to pay the hire costs if you keep the courtesy car for longer than agreed.

Any hire costs which you have to pay may either be deducted from the settlement we agree to pay you, or added to your excess.

You will have to pay the running costs of the courtesy car (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the car.

Section 7

Loss of or damage to in-vehicle entertainment and navigation equipment

What we cover

We will cover you under this section for loss of or damage to in-vehicle entertainment and navigation equipment permanently fitted to your vehicle.

The most we will pay to replace or repair the equipment is the market value at the time of loss or damage. We will only pay up to £400 less any excess which applies.

Exceptions to sections 5, 6 and 7

What sections 5, 6 and 7 do not cover

- a Damage to or theft of phones or two-way radios.
- b An amount of money to compensate you for not being able to use your vehicle and any other expenses you have to pay because of this.
- c Loss of value, and wear and tear.
- d Any reduction in the value of your vehicle, including loss of value following damage whether the vehicle was repaired or not.
- e Damage to tyres caused by braking, punctures, cuts or bursts.
- f Damage caused by frost unless you took reasonable precautions.
- g The cost of repairing or replacing parts of the vehicle which improve your vehicle beyond its condition before the loss or damage happened.
- h The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- i The loss of, or damage to, your vehicle resulting from fraud or deception or by using a counterfeit or other form of payment which a bank or building society will not authorise.
- j The amount of any excess shown in your schedule and in section 9 of this document.

- k Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- l Loss or damage when your vehicle is left unattended if the last person in charge of your vehicle before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive.
- m Loss or damage arising from theft or attempted theft when your vehicle is left unattended:
 - if the ignition keys are left in or on your vehicle; or
 - unless all of the doors, windows and other openings of your vehicle have been closed and locked; or
 - if an alarm or electronic immobiliser is fitted to your vehicle and is not activated and in proper working order.
- n Loss or damage resulting from your vehicle being repossessed by or returned to its rightful owner.
- o Loss or damage caused intentionally by you or any member of your family, or loss or damage someone else causes with your permission or encouragement.
- p Loss or damage caused by an inappropriate type or grade of fuel being used.
- q Any trailer, caravan or other vehicle towed by or attached to your vehicle.
- r Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- S Damage to Motor Vehicle, including Fire & Theft when the damage results in the person in charge of the motor vehicle being convicted of an offense involving drink or drugs other than drugs taken under medical supervision and not for the treatment of drug addiction, or equivalent offense under the laws of other countries where this insurance provides cover, the cover we provide for an accident is limited to the minimum cover needed to meet the relevant law.

Section 8

Repairing and replacing glass

What we cover:

If you have comprehensive cover you can claim for damage to the glass in your car's windscreen, windows or sunroof.

- If the damage is repaired instead of replaced, you will have unlimited cover and you will not have to pay an excess.
- If you ask Trinity Lane Glassline to arrange to replace the glass, you will have £1,000 cover and you will only have to pay the first £75 of each claim for a replacement. (If Trinity Lane Glassline cannot arrange the replacement, you will still have £1,000 cover but you will have to pay the first £100 of the replacement cost).
- If you do not ask Trinity Lane Glassline to arrange the replacement, you must pay an excess of £100.
- As long as there is no other damage, any claim we pay under this section will not affect your no-claim discount.
- Any other excess we mention in this document will not apply to claims for repairing or replacing glass.

Section 9

Excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including you) is driving, or is in charge of the vehicle, you will have to pay the first part of the cost as shown below.

Drivers amount of excess

Under 21	£500
Aged 21 to 24	£250
Aged 25 or over but not holding a full driving license issued in the United Kingdom	£250
Aged 25 or over holding a full driving license issued in the United Kingdom, but having held it for less than a year	£250

These amounts are on top of any other excess shown on your schedule that you may have to pay.

Section 10

Personal accident benefits - What we cover:

If you, or your husband or wife or civil partner, are injured or die within three months of an accident in your vehicle and as long as the accident is the only cause of the injury or death, we will pay the following amounts.

- | | |
|---|--------|
| a For death | £2,500 |
| b For loss of any limb | £2,000 |
| c For permanent blindness in one or both eyes | £2,000 |

This cover also applies when you or your husband or wife are travelling in, or getting in or out of, any other private motor vehicle.

The most we will pay for anyone following one accident is £2,500.

We will make this payment to you or your legal representative.

If you or your husband or wife have any other insurance contract with us, we will only pay out under one contract.

What we do not cover:

- a Anyone who is 70 or older at the time of the accident.
- b Death or bodily injury caused by suicide or attempted suicide.
- c Incidents unless the insurance is in one person's name.
- d Anyone who was under the influence of alcohol or any drug at the time of the accident.
- e Death or injury if you make a claim under section 1.

Section 11

Personal belongings

What we cover:

We will pay up to £100 for personal belongings in your vehicle if they are stolen or damaged.

What we do not cover:

- a Trade goods or samples or any equipment to do with your work.
- b Money, stamps or documents.
- c Navigation equipment or any audio equipment, cassettes, records, compact discs, minidisks or other form of portable music-storage device.
- d Phones or two-way radios.
- e Theft of items carried in an open or convertible vehicle, unless you keep them securely locked in the boot.
- f Property insured under any other insurance contract, or property you have not reasonably protected.

The personal belongings section only applies once for each event.

Section 12

Foreign travel

What we cover:

Geographical limits

Other than the minimum cover you need to meet the laws relating to compulsory motor insurance in the European Union, your insurance only applies in the United Kingdom.

Automatic cover

We will extend your insurance to provide the cover shown on your schedule in the following countries for up to 90 days in any one insurance year. 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 Commission of the European Community
- b Croatia
- c Iceland
- d Liechtenstein
- e Norway
- f Switzerland
- g Monaco
- h Andorra
- i San Marino
- j Vatican City

If you go over the 90-day period without our permission, cover is reduced to the minimum you need under European Union Directives on motor insurance while your vehicle is in the countries shown above.

Extended cover

If we agree beforehand, you may extend your insurance to apply to certain other countries covered by the International Green Card System. If the cover under sections 5, 6 and 7 has been extended to apply abroad, we will also cover any foreign customs duty you have to pay as a direct result of the loss of or damage to your vehicle.

Spanish bail bond

- Our representatives (in Spain) can act to release your vehicle or you if you or it are held after an accident.

Our representatives can pay up to £1,000 to do this.

If they pay any money under this bond, you will have to refund the amount to us.

* Autorizamos a la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados a actuar en nombre de nuestro Asegurado para obtener la liberación del vehículo y/o del Asegurado y/o de la persona autorizada para conducir el mismo de detención oficial como consecuencia de un accidente.

A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autorizada por el presente para establecer garantías o depósitos hasta £1000 o 1500 euros en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas).

Section 13

Medical expenses - What we cover:

If there is an accident involving your vehicle, we will pay up to £250 for each person to cover the medical expenses of anyone who is injured while they are in your vehicle.

Section 14

Cancellation

Cancelling during the initial period of cover - 'retail customers' only

If you have entered into this contract of insurance as a retail customer, you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

You must return your certificate of motor insurance to us or your insurance adviser as part of your notice of cancellation.

If you choose to cancel the insurance policy during this initial period of cover, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

Cancellation by us

If you have chosen to pay your premium by instalments and do not cancel the insurance policy, you must continue to pay the instalments for your policy, otherwise we will cancel your cover and end the insurance policy. We or your insurance adviser can send you seven days'

notice to your last known address. If you return the certificate of motor insurance to us, we will refund the part of your premium which applies to the period of the insurance you have left. If we or your insurance adviser cancel this insurance because you have not paid the full premium, we will work out the refund using the rates shown below. We will not give a refund if anyone has claimed in the current insurance period.

Cancellation by you

You can cancel this insurance after the initial period of cover set out in 'Cancelling during the initial period of cover - 'Retail customers' only' by sending back your certificate of motor insurance and schedule to us or your insurance adviser. If you have not made any claims in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered using our short-period rates shown below. We will refund any amount we owe you.

If the policy is a limited mileage policy - please refer to schedule

Period of time you had the cover, up to: Refund of premium

One month	70%
Two months	60%
Three months	50%
Four months	40%
More than four months	0%

We will only make a refund for any reason above after the initial 14-day period if your annual premium for each vehicle is more than £100.

If the policy is not a limited mileage policy

Period of time you had the cover, up to: Refund of premium

One month	75%
Two months	70%
Three months	50%
Four months	40%
Six Months	30%
Eight Months	10%
More than 8 months	0%

We will only make a refund for any reason above after the initial 14-day period if your annual premium for each vehicle is more than £100.

Section 15

No claims bonus

If nobody makes a claim under your insurance during the insurance period, we will give you a discount when you renew your insurance. The discount you will receive will depend on the no-claim bonus scale we are using when you renew your insurance.

If you make a claim in any insurance period, we will reduce the discount you receive. If two or more claims are made in any one period of insurance, you will lose all your no-claim bonus.

If more than one vehicle is covered by this insurance, we will assess each vehicle individually.

Your no-claim bonus will not be affected if you only claim for a broken windscreen or windows.

You cannot transfer your no-claim bonus to someone else.

Protected no-claim bonus

Depending on certain conditions you may be able to protect your no-claim bonus if you pay an extra premium. Your no-claim bonus is only protected if this is shown on your schedule.

If your no-claim bonus is protected, we will not reduce it if you do not make more than two claims during any five years of insurance. If three or more claims are made during any five-year period, we will reduce the discount you receive.

Section 16

Extra benefits & general information

car servicing and car parking

Subject to the terms and conditions of this policy other than limitations to use and driving we will provide an indemnity to you whilst your car is in the custody or control of:

- A motor garage or other similar business, which you do not own, which has your car for the purpose of:
- Maintenance;
- Repair;
- Testing; or Servicing
- A hotel, restaurant or similar business, which you do not own, where your car has been parked for you.

Child seat cover

Replacement cover up to £100 per child seat in the event of an accident of loss.

Cherished or personalised number plates

If your vehicle is stolen and not recovered or rendered a total loss you should contact the DVLA at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement vehicle. Note: Failure to do so could delay your claim.

Automatic renewal

If you pay your premium by Premium Instalment Plan we or your agent will automatically renew your policy. This saves you the worry of remembering to contact us or your agent prior to the renewal date. We or your agent will write to you before the policy expires with full details of next year's premium and policy terms.

If you do not want to renew this policy, simply advise your agent with clear instruction that you do not wish to renew and return any certificate of motor insurance that has been issued.

If the certificate of motor insurance is returned after the renewal date, the policy will be cancelled in line with the provisions of Section 14 of the policy. If we decide not to renew your policy we will notify you in writing prior to the renewal date.

Detecting and preventing fraud and confirming claims history

In order to keep premiums as low as possible for all our customers we participate in a number of industry initiatives to aid the prevention and detection of crime, especially fraud. This entails our adding details of all policies and claims to different systems and registers.

In order to detect and prevent insurance related fraud, we may do the following at any time:

- Share information about you with other companies within our group or those providing services to us.
- Check and/or file your details with fraud prevention agencies, systems and registers, and if you give us false or inaccurate information and/or we suspect fraud, we will record this.

We and other organisations may also use and search these agencies, systems and registers to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies.
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

If you have any queries, or would like more information about this Notice, please write to the:

**Data Protection Officer,
Trinity Lane Insurance Company Limited,
Aviation Park, Vjal I Avjazzjoni, Luqa, LQA 05, Malta
Email: info@heritage.com.mt**

You may also write to the:

**Office of the Information Commissioner
at Wycliffe House, Water Lane,
Wilmslow, Cheshire, SK9 5AF.
Telephone: 01625 524 510.
Email: mail@dataprotction.gov.uk**

Subject to the provisions of the Data Protection Act 1988, you are entitled, on payment of a small fee, to receive a copy of the information we hold about you. We can provide you with details of all the systems and registers we use and submit data to on request.

Fraudulent, false and exaggerated claims

Fraudulent, false and exaggerated claims increase premiums for our policyholders. We will not pay a claim which is in any part fraudulent, false or exaggerated, or if you, or anyone acting for you, makes a claim in a fraudulent or false way, or where we have been given any documents which are false or stolen. We will also seek to recover any costs that we have incurred. In such circumstances, we will cancel your policy and we will not return any premium.

General exceptions

These exceptions apply to the whole insurance.

Your insurance does not cover the following:

- a Any liability to others, or loss of or damage to any vehicle covered by this insurance, when the vehicle is:
 - Driven by or in the charge of anyone who is driving without your permission or is not included as a driver in the certificate of motor insurance or who is excluded by an endorsement;
 - In the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting, a driving license;
 - Being driven outside the limitations of the driver's license;
 - Being used outside the United Kingdom, unless it is allowed by section 12;
 - Being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
 - Being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT or Single Vehicle Approval certificate when needed;
 - Being driven with a load or a number of passengers which makes it unsafe to drive or is greater than the manufacturer's specifications;
 - Carrying an insecure load;
 - Towing a trailer which is unsafe or has an insecure load
 - Used for a purpose which it is not insured for (as long as you do not make a profit, your employer can pay an allowance for the number of miles you drive, or a passenger can contribute towards the cost of fuel); or

- Being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not your vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended).
- b Any result of war, revolution or any other similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- c Any loss or damage caused by:
 - earthquake; or
 - riot or civil commotion happening in Northern Ireland or outside of England, Scotland, Wales, the Isle of Man and the Channel Islands.
- d Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.
- e Any loss or damage caused directly or indirectly by:
 - ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- f Loss or damage caused by pressure waves from aircraft or flying objects.
- g Loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- h Any liability to others, or loss or damage if your vehicle has driven more than the yearly mileage limit shown in the schedule.
- i Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 5, 6, 7 and 8 of this insurance.

General exceptions cont

These exceptions apply to the whole insurance.

- a We will only provide the cover described in this insurance under the following circumstances:
- Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
 - The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid or your insurance not being valid.
 - 'Your vehicle' means any vehicle you have told us about and that we have agreed to cover. The vehicle must be your property and registered in your name. If you change the vehicle covered by this insurance or get an extra vehicle which you need cover for, you must tell us in writing beforehand.

We will only provide cover if you have paid the premium.

- b If a claim is made which you or anyone acting for you knows is false or exaggerated, or if you give us incorrect information or fraudulent documents, we will not pay any part of the claim, cover under this insurance will not be valid, and you will lose any premium you have paid.
- c After any event which could lead to a claim, tell us immediately by phoning or writing to us as shown at the end of this document. If any incident involves theft, attempted theft or vandalism, you must also report this to the police as soon as the incident is discovered.
- d You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters – send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you or any other person covered by this insurance, has an accident or loss, you or any other person covered by this insurance must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- e 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 claim in your name or in the name of any other person covered by this insurance.
- f If a mileage restriction applies and you go over the yearly limit shown on your schedule during the current period of insurance, cover under this insurance will not be valid.

- g If, under the law of any country which this insurance covers you in, we have to settle a claim which we would not otherwise have paid, you or the person who made the claim must pay this amount back to us.
- h If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your vehicle is an imported vehicle and we have agreed to cover it, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay for the cost of importing any part or accessory needed to repair your vehicle.
- i If your vehicle is under a hire purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- j If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- k You must take all reasonable steps to keep your vehicle in a roadworthy condition at all times, and protect your vehicle and its contents from loss or damage. You must lock and secure your vehicle when you leave it. We can examine your vehicle at any reasonable time.
- l If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must arrange for your vehicle to be taken to the nearest competent repairer and we will accept any reasonable costs as part of your claim. We will not pay for any further damage you cause if you try to drive your vehicle. When your vehicle is at the repairer, you must arrange for a detailed estimate for the cost of repairs to be sent to us immediately.

One of our approved automotive assessors must inspect your vehicle before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.

- m If we choose, we may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of your vehicle.
- n You cannot transfer this insurance to anyone else.

- o If you pay your premium by instalments and we have received a deposit premium from you, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation even if you have separate credit arrangements with your insurance advisor. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately. You must return the current certificate of motor insurance. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe. We will have the right to take any premium you owe from the amount of the claim.
- p You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.
 - A change of vehicle - including getting an extra vehicle. We will need full details of your new vehicle, which must include information about the country in which it was first registered if this was different to the United Kingdom.
 - A change in the way you use your vehicle.
 - A change of address.
 - A change of occupation, including any part-time work.
 - Convictions and prosecutions.
 - A change in the main driver of the vehicle.
 - Details of drivers you have not told us about before.
 - Details if you or anyone who will drive develop any medical conditions.
 - All changes you make to your vehicle, if these make your vehicle different from the manufacturer's standard specification.
 - The sale or change of any other vehicle you own or are the main user of.
 - A change to the yearly mileage limit (if this applies) that you need.
 - A change to the place where you usually keep your vehicle.
- q This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.

- r We have the right to find out the distance recorder reading of your vehicle. You must give us all the help and information we need and provide documentary evidence to prove the distance recorder reading of your vehicle, if we ask for this. We can examine your vehicle at any reasonable time.
- s Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance, it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country under section 12 of this insurance.

Very important if you have an accident

What to do if you have to make a claim:

- a Do not drive away. You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- b Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- c If the accident damaged another vehicle, property or animal, you must give your name, address and vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- d Write down the names and addresses of any witnesses.
- e Draw a diagram of the scene. Show as much detail as possible – include:
 - the position of all the vehicles before and after the accident;
 - the speeds and distances;
 - road names and layout;
 - where witnesses were standing;
 - any obstructions to your or other road users' view; and
 - anything that could be relevant to the accident.
- f Do not admit you were at fault in any way or offer to make a payment. If any other person does this, remember to report it to us.
- g You must report all accidents, particularly those involving personal injury, to us immediately. You can phone if necessary. You must also send us a report form. You need to answer all the questions on the form and sign and date it.

- h If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there is going to be any police action.
- i We cannot guarantee that we can provide a courtesy car.

How to make a claim

If you need to tell us about an incident involving damage to or loss of your car, please phone us immediately on 0800 218 2066.

You should phone this number even if your policy does not cover the damage.

If we are asked to repair your car, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- do our best to sort out your claim with as little paperwork as possible;
- start the repair process immediately.

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

travelling outside the UK

If you are traveling abroad and need to let us know about a claim, please contact your insurance broker or intermediary or alternatively phone us direct on 0800 2182066.

Accidents Abroad

You will be asked to complete a Statement of Facts (Constat Amiable D' Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing make sure that the boxes are ticked and the comments and diagram are correct.

You will be given a copy which should be sent to us as soon as possible. This document can be legally binding in certain countries and you should not sign anything you do not understand.

Your policy does not provide for roadside assistance, any European breakdown policy you may have in force can arrange for your vehicle to be taken to one of their recognised recovery agents. In some circumstances the local police will arrange for the removal of the vehicle from the roadside.

You must report the accident immediately to us.

Customer care

About our service

Trinity Lane Insurance Company Limited is licensed 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 and 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
e-mail 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

Our regulatory status: Trinity Lane Insurance Company Limited, which is authorised to carry on business of general insurance by the Malta Financial Authority for the conduct of UK business.

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

Endorsements

Endorsement 1

Overnight garage

If your vehicle is parked and unattended within one kilometre (0.6 miles) of:

- your home; or
- any other address, if we have agreed to that address;

it must be in a garage between 10pm and 6am, otherwise you will not be covered under sections 5, 6 and 7.

Endorsement 2:

Increased limit for in car entertainment, communication and navigation equipment.

The amount referred to in Section 7 for in car entertainment, communication and navigation equipment is increased to the amount shown in the Policy Schedule.

Endorsement 3: Limited Mileage

If you have received a reduced premium in return for restricting the annual mileage of the insured car during any one period of insurance to a limit specified in the Policy Schedule, you should notify us immediately the mileage limit is exceeded. If you fail to notify us that the mileage limit has been exceeded all cover under this insurance will be inoperative.

Endorsement number 4 – Protected no claims bonus

When this endorsement applies, we will not pay the first £50 for any claim under section 5,6, and 7 of this document. This amount is on top of any other excess shown in the schedule of this document, or any other excess that applies to section 5,6,7 and 9.

Endorsement 5 – Tuition cover

Your insurance is extended to provide cover when your vehicle is being used for driving tuition/test purposes. When your vehicle is used for these purposes the driver under instruction must be accompanied by a Driving Standards Agency (DSA) Approved Driving Instructor (ADI), Prospective Driving Instructor (PDI) or Test Examiner.

Your vehicle must be fitted with dual-controls.

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age of 25 or over the age of 75, unless for tuition or test purposes.

Your insurance is extended to provide cover when your vehicle is being driven or used by an unlicensed driver or driver aged 16 as long as they are accompanied by a DSA Approved Driving Instructor or Prospective Driving Instructor at all times and the vehicle is only used where a license is not required by law.

Endorsement 6

Cover between stages of a rally

The cover provided by this document does not apply while your vehicle is being used in a rally. In return for an extra premium, during the period of any such event while your vehicle is between stages of a rally, we will cover you solely under section 1 - Liability to others - between stages of such event.

Endorsement 7

Tracking

We will not pay for any theft claim under Section 5, 6 and 7 unless an anti-theft electronic tracker recovery system device, which will be in operation at all times, is fitted to your vehicle.

Endorsement number 8

Motor caravan extension

Section 11 (Personal belongings) of your document is deleted and replaced by the following:

We will pay up to a total of £1000 for awnings, gas cylinders and generators, or up to £2000 for personal belongings, linen, cutlery, utensils, furnishings, clothing and other camping equipment, used in connection with your vehicle if they are lost or damaged as a result of accident, fire, theft or attempted theft involving your vehicle.

The most we will pay in total under this extension for any single article is £1,000. The most we will pay in total under this section is £2,000.

This cover does not apply to:

Money, stamps, tickets, documents, securities, jewellery, furs or bicycles;
goods or samples connected with your work;

loss or damage while the motor caravan is not occupied by any person unless all of its doors and windows have been left securely closed and locked.

If this endorsement applies, you must keep to the following conditions:

- a. You must keep an efficient fire extinguisher in your vehicle.
- b. Hiring out or lending out the vehicle to any person is not covered by this insurance.

Endorsement 10

Agreed Value –

If your vehicle is damaged beyond economical repair or stolen and not recovered, we will pay you the amount shown in the schedule.

Endorsement 11

Track Day Cover

If you use your vehicle on a track day event, the only cover available is Motor Own Damage if you have Comprehensive cover, Fire & Theft only if you have Third Part Fire & Theft cover.

Cover is only provided if the event is organised by a registered motoring club, a motor manufacturer, a member of the Association of Track Day Owners (ATDO) or a Motoring Magazine and, if the event is conducted in a professional manner e.g:

Conditions:

- The event is non-competitive .
- The numbers of vehicles allowed on track at any one time restricted to a safe number.
- The organiser must hold valid public liability insurance.
- Experienced marshals must be in attendance throughout the event.
- Instruction shall be available.
- Drivers must wear helmets.

Minimum recommended pre-event vehicle checks:

Whilst going around a circuit your car including its mechanics will be pushed to its limits. Therefore the following checks are to be made prior to the event:

- Brakes – Check that the pads, discs and shoes are all in good condition with plenty of wear left and that the fluid is topped up.
- Tyres – Check with the manufactures conditions to ensure that they are suitable, along with the speed rating. Also check that the tyres are all inflated to correct pressures.
- Shock absorbers and Suspension – Check for any fractures or wear.
- Engine oil – Check that this is topped up.
- Coolant – Check that this is topped up.

What is covered:

- Accidental Damage caused to the Insured vehicle, cover is only provided if the policy is Comprehensive cover.

What is not covered:

- What is not covered - Section 1 (Liability to others), Section 6 (Fire and Theft), Section 8 (Windscreen), and section 10 & 13 (Personal Accident, Belongings and Medical Expenses) at any time while driving on or entering or exiting a track, which is used at any time for track day events.

Policy excess:

- Where the insured cannot prove previous track day experience a £1000 Policy Excess will apply.
- Where previous track day experience can be proved a £500 policy excess applies.
- Minimum excess will be those above or under the policy (whichever is the greater).

All cover is excluded if:

- The vehicle is being used for racing.
- Any damage following any irresponsible act or acts of negligence including deliberate acts that are contrary to the compliance with the circuit rules or the instructor's tutorials/instructions.
- The vehicle is not being used in accordance with the organisers procedures.
- Any wear and tear.
- Any damage caused by paint chipping after going into a gravel trap or off road.
- The insured is under the influence of alcohol or intoxicating drugs.
- If the event is not organised by a recognised organisation.
- The pre-event checks have not been carried out.

Endorsement number 012

Medication Clause

If the person named against this endorsement number is driving any insured vehicle when it is involved in an accident, and the accident is caused or contributed to by the person failing to properly carry out any prescribed treatment or report for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover to meet the relevant law.

Endorsement 013

Classic policy

No claim bonus - The 'no claim bonus' section 15 of this document does not apply to this insurance.

Endorsement 014

Guaranteed No Claims Bonus

When this endorsement applies section 15 Protected No Claims bonus is replaced with Guaranteed No Claims Bonus we will not reduce your no claims bonus no matter how many claims made during the insurance year, we will not pay the first £50 for any claim under section 5, 6, and 7 of this document. This amount is on top of any other excess shown in the schedule of this document, or any other excess that applies to section 5,6,7 and 9.

Endorsement 015

Modified vehicle , Subject to exceptions in 5, 6 & 7 the modifications disclosed to us will be covered on a like for like basis.

About your insurance

We are pleased to welcome you as a policyholder.

Your motor insurance is made up of four documents:

- This insurance booklet.
- The schedule, which shows any endorsements applying to your insurance.
- The certificate of motor insurance.
- The proposal form or statement of insurance.

You should read all these documents and keep them in a safe place.

The information you gave in the proposal form or statement of insurance is the basis on which we have agreed to provide cover. If you know or believe that any information is incorrect or missing, please tell your insurance adviser immediately. If you do not give us accurate and complete information, your insurance may not be valid and we could refuse to pay any claim. If you need a copy of the proposal form or statement of insurance, please ask your insurance adviser.

We have done everything possible to make your documents straightforward and you should find them easy to follow. The guidance notes on each page will help you understand your cover. If you have any questions, please call your insurance adviser. You will also find useful advice on how to make a claim and what you can do if you are not happy with our service.