



# TRINITY LANE

## **Personal Accident Policy**

(Vehicle includes vans, cars, motorhomes and campers,  
mobility scooters, electric wheelchairs and tricycles.)

# Insurer

We are authorised and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Regulations 2020 to carry on the business of general motor and accident classes of insurance.

## **Type of insurance and cover**

We offer personal accident insurance cover. Specific features and benefits of the cover are set out in the insurance document or any endorsement to the document.

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# Definitions

**Accident** – any bodily injury caused by a sudden, unexpected event that happens following an incident on the road within;

- the United Kingdom;
- any country which is a member of the European Union; or
- any country which has made arrangements that meet the insurance conditions of, and are approved by, the Commission of the European Union.

**Accidental death** – loss of life resulting from a bodily injury caused by an accident.

**Assault** – a sudden, unexpected and unusual event caused by an unknown person deliberately intending to cause a bodily injury following an incident on the road within;

- the United Kingdom;
- any country which is a member of the European Union; or
- any country which has made arrangements that meet the insurance conditions of, and are approved by, the Commission of the European Union.

**Bodily injury** – a physical injury during the period of insurance, resulting from an accident which, within 12 months of the accident, leads to your death or disability.

**Emergency dental treatment** – emergency treatment to natural teeth (not including dentures) within seven days of the incident.

**Hospital** – an official establishment (other than a convalescent nursing or rest home, or the convalescent nursing self-care or rest-sections unit of a hospital) that can provide organised facilities for diagnosis and major surgery, and a 24-hour nursing service by registered nurses, for patients who have to stay one or more nights.

**Loss of limb or limbs** – the loss of a hand or foot by amputation (caused during the event or performed surgically afterwards) or the total loss of use of an entire hand or foot.

**Loss of use** – the total and permanent loss of use, where the loss is continuous for 12 months or more and will not improve.

**Period of insurance** – the length of time covered by this insurance.

**Permanent total disability** – a disability which prevents you from doing any paid work and which, according to medical opinion given after 12 months from the date of your disability, is not going to improve.

**Personal belongings** – items you wear, use or carry. This does not include motor vehicles and their accessories.

**Territorial limits** – the United Kingdom, any country which is a member of the European Union and any country which has made arrangements that meet the insurance conditions of, and are approved, by the Commission of the European Union.

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

**We, us, our** – Trinity Lane Insurance Company Limited.

# Policy summary

## Personal accident insurance and road-rage cover

This is your personal accident certificate. Please read it carefully and keep it in a safe place. We have agreed to insure you under the terms, conditions and exclusions set out in this document.

This certificate is a legally binding contract of insurance between you and us and is governed by English law. The insurance this certificate provides covers an accident or injury that happens 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 insurance to cover a vehicle accident.

## Personal accident

We will pay the sum insured (shown below) if you suffer a bodily injury during the period of insurance and that injury results in any of the following.

- Accidental death £15,000  
(If any passenger is under 16 years of age, the accidental death benefit is limited to £5,000.)
- Total and permanent loss of sight in both eyes £15,000
- Total and permanent loss of sight in one eye £5,000
- Loss of limbs (arms or legs) £15,000
- Loss of one limb (arm or leg) £7,500
- Permanent total disability £15,000

## Extra benefits following a road-rage assault

- Hospital cash benefit of £100 a day for no more than 30 days
- Emergency dental treatment £500
- Clothing and personal belongings £250
- Five sessions of stress counselling following a claim for a bodily injury

## We will not pay a claim if you:

- are using the vehicle for hire or reward (for example, as a taxi), racing competitions, rallies, trials, speed testing, track events or in connection with the motor trade; or
- are under the influence of alcohol or drugs.

Our cover under this policy is limited to £100,000 for any one accident causing bodily injury as a result of any road-rage assault, in line with the following warranties, definitions, exclusions and conditions.

### **Full policy wording**

This insurance covers you while you are driving or travelling in the insured vehicle named in your motor policy. Passengers are covered while they are travelling in the insured vehicle and it is being driven by you or a named driver.

This insurance runs alongside your motor policy. If you cancel or do not renew your motor policy, all cover under this insurance will end at the same time.

### **Period of insurance**

We normally offer a 12-month insurance contract, which you can renew each year. Terms and conditions will apply when your policy is due for renewal.

### **Law applying to the insurance**

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

## **Warranties**

This insurance will not cover any claims arising in the following circumstances;

- a** If the claim results from any long-term or ongoing physical or mental conditions or disabilities that you suffer from and that you were suffering from before you arranged this insurance.
- b** If the claim results from war, invasion, revolution or any other similar event (except where we need to provide cover to meet the minimum insurance requirement under the relevant law).
- c** If the claim results from you deliberately putting yourself in extreme danger (unless you are trying to save another person's life), from your own criminal act, or from you being under the influence of alcohol or drugs.
- d** If the claim results from a provoked assault or fighting (except in self-defence).
- e** If the claim results from any matrimonial or family dispute.

# Conditions

- a** You must tell us as soon as possible about any accident which causes or may cause you any disability (as defined in this insurance), and get medical attention. The claims manager must be told as soon as possible if you die and your death is, or may be, due to an accident.
- b** Before we can pay compensation to you or your representatives, we (and any medical advisers we appoint) must have access to all medical records, notes and correspondence referring to a claim or to a related medical condition that you suffered from before the claim. While reviewing the claim, our medical advisers must be able to examine you as often as they need to.
- c** You must tell the police immediately about any event likely to result in a claim under this insurance.
- d** If any of the information we based this insurance on is false or deliberately misleading, or if any information about any other matter affecting this insurance, or a claim arising from it, is false or deliberately misleading, this insurance will not be valid and we will not accept any claims.

## 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 your death within 52 weeks of an accident.
- Any amount over the limit for any one accident.
- Claims arising from any long-term or ongoing physical or mental conditions or disabilities that you suffer from and that you suffered from before arranging this insurance.

#### **We will not pay the following if you are the victim of a road-rage assault.**

- Hospital daily cash benefit for more than 30 days and for the first night, unless you spend two or more nights in hospital.
- Emergency dental treatment for the first £25 for each claim.
- Clothing and personal belongings for the first £25 for each claim.

If your injury is made worse by a physical disability or condition that you had before the accident, we would not pay any more compensation than we would have paid if your injury had not been made worse by your existing condition.

## Exclusions

This insurance does not cover death or disability that is directly or indirectly caused by, or fully or partly resulting from, the following.

- a** Using the vehicle for:
  - hire or reward; or
  - racing competition, rallies, trials, speed testing, track events or for any purpose connected with the motor trade.
- b** You committing or attempting suicide or deliberately harming yourself, whether you are sane or insane at the time.
- c** War, invasion, revolution, terrorist activity or any similar event (except where we need to provide cover to meet the minimum insurance set by the relevant law).
- d** You deliberately putting yourself in extreme danger (unless you are trying to save another person's life), your own criminal act, or you being under the influence of alcohol or drugs.

## How to make a claim

Your claim will be dealt with by our UK claim handling agents Davies Group. 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.

Davies Group Limited can be contacted as follows:

Niche Claims  
PO Box 1392  
Preston  
PR2 0XE  
Telephone: 0330 123 1279  
Email: [specialistclaims@davies-group.com](mailto:specialistclaims@davies-group.com)



We aim to provide a first-class service. If you are dissatisfied with the service and wish to make a formal complaint, in the first instance please contact The Customer Care Manager at the address shown above. You will receive a reply within seven days. Your complaint will be fully investigated and resolved as quickly as possible.

If you are still not satisfied, please write to:

General Manager  
Trinity Lane Insurance Company Limited  
First Floor  
Grand Ocean Plaza  
Ocean Village  
Gibraltar.

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

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

You can cancel this insurance by telling us in writing within 14 days of the cover starting or (if later) within 14 days of you receiving the insurance documents. You do not have to give us any reason for your decision.

We will refund your premium in full, as long as we have not received a claim under this policy after 14 days.

If you pay your premium in installments and you do not cancel the insurance policy, you must continue to pay the installments or we will cancel your cover and end the insurance policy.

## **Cancelling this insurance**

You can cancel this insurance at any time by telling us in writing.

This insurance runs alongside your motor insurance policy. If you cancel or do not renew your motor insurance policy, all cover under this insurance will end at the same time.

We can cancel this insurance by sending you 14 days' notice in writing. We will refund that part of the premium that applies to the remaining period of insurance (as long as you have not made any claims).

# Customer care

## About our service

We, Trinity Lane Insurance Company Limited, are authorised by the Gibraltar Financial Services Commission to provide general insurance.

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, please contact the insurance broker who arranged the insurance for you.

If you are still not satisfied after contacting your broker, you should write to:

General Manager

Trinity Lane Insurance Company Limited

First Floor

Grand Ocean Plaza

Ocean Village

Gibraltar.

Phone: 00350 200 74570

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

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

The Financial Ombudsman Service

Customer Contact Division

Exchange Tower

London

E14 9SR.

Phone: 0800 023 4 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

We are bound by the Financial Ombudsman's decision, but you are not. Following the complaints procedure does not affect your right to take legal action.

If your complaint relates to a claim, please see the 'How to make a claim' section.

# Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance you do not need by law). For compulsory classes of insurance (insurance you need to have, such as motor insurance), the FSCS will pay the claim in full. You can get more information about the compensation scheme arrangements from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

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

Trinity Lane Insurance Company Limited is registered in Gibraltar. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

# Privacy statement

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

## About our service

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.

