

Excess Protection Insurance

Policy Wording



TRINITY

INTRODUCTION

This policy wording, **Schedule** and any endorsement forms **Your** insurance document. This document sets out the conditions of the contract of insurance between **You** and **Us**. **You** should keep it in a safe place.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the period shown in the **Schedule**.

This is a legally-binding contract of insurance between **You** and **Us**. This insurance does not give or intend to give, rights to anyone else. No one else has the right to enforce any part of this insurance.

When drawing up this policy, **We** have relied on the information and statements which **You** have provided in the proposal form (or statement of fact) on the date shown in the **Schedule**.

The written authority (which number is shown in the **Schedule**) issued by **Us** allows **Your** broker or insurance advisor to sign and issue this policy on **Our** behalf.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **You** are clear which sections **You** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand the exclusions under each section and the general exclusions under the insurance as a whole;
- **You** understand **Your** own duties under each section and under the insurance as a whole.

Please contact Trinity Insurance immediately if this document is not correct or if **You** would like to ask any questions.

Cooling off period

You may cancel this insurance within 14 days of **You** buying this insurance or the day on which **You** receive the documents whichever is later. **We** will provide a full refund of the premium paid. **We** can decide not to refund any premium if **You** have made a claim on this insurance.

Details about Our regulator

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under firm reference number 202915. The Financial Services Register, which includes details of all regulated firms, can be found at: www.fca.gov.uk/register

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** liabilities under this policy. Further information can be obtained from the Financial Services Compensation Scheme at: 10th Floor, Beaufort House, 15 St. Boltoph Street, London EC3A 7QU. Tel: 0800 678 1100. Online: www.fscs.org.uk

Customer Service

Making a Complaint

We aim to provide a professional, first class service. If however, **You** are not satisfied and have a complaint about **Our** service, sale or administration of **Your** policy please contact:

Trinity Insurance Services Limited
Metro House
Northgate
Chichester
West Sussex
PO19 1BJ

Tel: 01243 817777
Email: hello@talktotrinity.com

If **Your** complaint is in respect of the handling of a claim please contact:

Trent – Services (Administration) Ltd
Trent House
Love Lane
Cirencester
Gloucestershire
GL7 1XD

Tel: 01285 626020
Email: claims@trent-services.co.uk
Fax: 01285 626031

If **You** remain dissatisfied, **You** may refer the matter at any time to the Financial Ombudsman Service, which is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E13 9SR

Telephone: 0800 023 4567 (for landline users) 0300 123 9123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

In all communications the certificate number appearing in the **Schedule** should be quoted. Referral to the Financial Ombudsman Service will not affect **Your** statutory rights.

DATA PROTECTION NOTICE

The Insurers and Trinity Insurance Services Ltd., collects and processes personal information about individuals who may receive cover under the Insurance such as their name, address and any other personal details which are provided to the Insurers and Trinity Insurance Services Ltd., in order to provide the insurance and claims services. The Insurers and Trinity Insurance Services Ltd., will treat this information in accordance with applicable data protection law.

For policy administration purposes the Insurers and Trinity Insurance Services Ltd., will use and store any such personal information on an electronic database which may also be available to selected authorised representatives and other parties for purposes including administration of the insurance contract, fraud and crime prevention and statistical risk assessment, premium collection agencies, reinsurers outside counsel and claims administrators to provide the insurance and claims services or as allowed by law.

The Insurers and Trinity Insurance Services Ltd., have taken reasonable measures to protect such personal information once it is transferred in accordance with their normal data security policies.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold with a capital letter.

3rd Party Insurer:	An authorised and regulated UK insurance company who issued You an Insurance Policy .
Benefit:	The maximum amount that can be claimed under this policy as stated on the policy Schedule during any consecutive 12 month period
Claims Administrator:	Trent – Services (Administration) Ltd Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD , who You should contact in the event of a claim.
Commencement Date of Insurance:	The date You cover shall start as shown on Your policy Schedule .
Excess:	The first amount of any claim You are responsible for paying under the terms of Your Insurance Policy .
Incident(s):	The event that led to or may give rise to a claim under Your Insurance Policy .
Insured / You / Your:	The person whose name appears on the policy Schedule whose name appears on the Insurance Policy .
Insurer / We / Us / Our:	Financial & Legal Insurance Company Limited.
Insurance Policy:	A policy providing Insurance issued by a 3rd Party Insurer in force during the Period of Insurance providing insurance in respect of Home, Motor, Kit & Contents, Pet and Travel.
Period of Insurance:	Any period for which the Total Monthly Premium has been paid.
Schedule:	Provides confirmation of cover, You details, Commencement Date of Insurance and the Benefit selected.
Proposal:	Any information provided from You or from anyone acting on Your behalf when applying for this policy.
Territorial Limits:	Worldwide.
Waived or Reimbursed:	Where a third party has already paid the Excess .

ELIGIBILITY

To qualify for cover under this policy:

- a) The **Insurance Policy** must be provided by an authorised and regulated **3rd Party Insurer**;
- b) The **Excess** must be a non-commercial product;
- c) **You** must not be aware of any **Incident** prior to the **Commencement Date of Insurance**;
- d) **You** must be:
 - (i) Permanently resident in the United Kingdom, Channel Islands, the Isle of Man or a BFPO address;
 - (ii) Be the lead name on the **Insurance Policy**.

Cover Provided

- a) Cover is provided for the **Excess** being the first amount the **You** are responsible to pay as part of a claim under the **Insurance Policy**. Only when the value of the total claim under the **Insurance Policy** is equal to or exceeds the **Excess** stated in the **Insurance Policy** will cover be provided.
- b) Payment of the **Benefit** under this policy will only occur when the claim made under the **Insurance Policy** has been successfully settled, the **3rd Party Insurer** fulfilling cover under the **Insurance Policy** and **You** evidencing payment of the **Excess** and / or deduction of the **Excess** from the **3rd Party Insurer** claim payment.
- c) The **Benefit** provided by the policy is limited to the **Benefit** level selected at time of purchase and recorded on the policy **Schedule**. The **Benefit** under the policy applies in the aggregate over any consecutive 12 month period.

Specific Exclusions

This insurance does not provide cover:

- a) For any amount other than the stated **Excess** on **Your Insurance Policy**.
- b) Where **Your 3rd Party Insurer** or any third party has **Waived or Reimbursed You** with regards to the **Excess** amount or where **You** are in the process of recovering the **Excess** in the form of damages from a third party.
- c) For any motor **Excess** claim due to a vehicle being used in any sort of competitions or rallies, for hire or reward, delivery or courier purposes, or for driving tuition; used as taxis, or for racing, pace making, speed testing or in reliability trials.
- d) For vehicles which are invalid carriages.
- e) In respect of any **Incident** arising during or in consequence of war, riot or civil commotion elsewhere in Great Britain, Isle of Man or the Channel Islands.
- f) In respect of any **Incident** when the **Insured** is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner.
- g) For any liability in connection with the use or ownership of the item stated on the **Insurance Policy**.
- h) For any vehicle, which is not covered by a **Insurance Policy** for the full duration of the **Period of Insurance**.
- i) If **You** or anyone acting on **Your** behalf fail to disclose any information requested during the **Proposal**.
- j) In respect of any **Excess** waived by the **3rd Party Insurer** or any third party.
- k) If either the **Proposal** details or the premium are not received by the **Insurer**.
- l) Where the **Incident** occurred before the **Commencement Date of Insurance**.

GENERAL EXCLUSIONS

The **Insurer** will not be liable for any claim for:-

- a) Loss or damage caused by or arising from **Your** intentional act or willful neglect.
- b) Penalties for delay or detention or in connection with guarantees of performance or efficiency, which is directly or indirectly caused by or is a result of:
 - (i) earthquake,
 - (ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation,
 - (iii) riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
- c) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to be or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel.
- d) Damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
- e) Liability, which attaches by virtue of an agreement but which would not have attached if the agreement did not exist.
- f) War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- g) Terrorism: It is agreed that this policy excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - (i) involves violence against one or more persons; or
 - (ii) involves damage to property; or
 - (iii) endangers life other than that of the person committing the action; or
 - (iv) creates a risk to health or safety of the public or a section of the public; or
 - (v) is designed to interfere with or to disrupt an electronic system.This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
- h) Radiation: Any direct or indirect consequence of:
 - (i) Irradiation, or contamination by nuclear material; or
 - (ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - (iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- i) Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

GENERAL CONDITIONS

- a) The policy and policy **Schedule** will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
- b) **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
 - a. supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the policy
 - b. to make sure that all information supplied as part of **Your** application for cover is true and correct
 - c. tell **Us** of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

- c) **Your** name on the policy **Schedule** must match the personal details of the lead name on the **Insurance Policy** under which the **Excess** has been deducted.
- d) **You** must not act in a fraudulent way. If **You** or anyone acting for **You**:
 - fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
 - fails to reveal or hides a fact likely to influence the cover **We** provide;
 - makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
 - sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
 - makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
 - makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any **Benefit** under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

- e) Subrogation – the **Insurer** may at their own expense take such proceedings as they think fit in the name of the **Insured** to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the **Insurer** shall be or may become entitled or subrogated under this policy and the **Insured** shall at the request and expense of the **Insurer** do such acts and things as may be reasonably required by the **Insurer** for that purpose.
- f) Observance of Policy Terms – it is a condition precedent to **Our** liability that **You** have complied with the terms and conditions of this policy.
- g) Limit of Liability – in the event of the **Benefit** being paid as a consequence of any **Incident** the **Insurer** will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of the **Insurer** exceed the **Benefit** amount shown in the policy **Schedule**.
- h) Claims – the **Insurer** shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the headings “Exclusions”. and “General Exclusions”.
- i) No agent is authorised to alter or amend this policy to waive any conditions or restrictions contained therein, to extend the time for paying a premium, or to bind the **Insurer** by making any promises or representations or by giving or receiving information. This policy cannot be varied, altered or its contents Waived in any respect unless by written agreement endorsed thereon or by the driver attached thereto, and signed by an authorised Official of the Insurer.
- j) Assignments - **You** shall not be entitled to assign any of **Your** rights hereunder unless agreed by the **Insurer**.
- k) The policy is only valid within the **Territorial Limits**.

TERMINATION

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:-

- a) The natural expiry date of the policy;
- b) The total aggregate limit has been reached;
- c) The date on which **You** cancel the policy
- d) The date on which **We** cancel the policy;
- e) The date on which the **You** cancel the Policy of Insurance and do not replace it.

CANCELLATION

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **Your** agent within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your** agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Where **We** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover, unless the reason for cancellation is fraud and/or misrepresentation **We** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

CLAIMS CONDITIONS

In the event of any loss or damage, which may give rise to a claim, **You** or **Your** legal personal representative must at **Your** own expense: Supply all information and assistance, which the **Insurer** may reasonably require in establishing the amount of any payment under this insurance. Provide written notice of the facts on which the claim is based, to be provided to the **Insurer** within 30 days of the date of settlement of a claim under **Your Insurance Policy**.

HOW TO MAKE A CLAIM

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the **Claims Administrator**. **You** can contact the **Claims Administrator** at:

Trent – Services (Administration) Ltd
Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD
Tel: 01285 626020
Email: claims@trent-services.co.uk
Fax: 01285 626031

You will be required to provide the following information in support of **Your** claim:

- a. **Your** name, address and postcode;
- b. A daytime contact telephone number;
- c. The policy reference number for **Your** excess policy;
- d. The policy reference number for **Your** Policy and detail of the Motor Insurer;
- e. Copy of the settlement letter from **Your Insurer** confirming:
 - **Your** name and address;
 - The amount settled;
 - The nature of the **Incident**;
 - The **Excess** deducted.

Trent-Services (Administration) Limited is the claims handler and acts on behalf of the **Insurer**.

HOW TO MAKE A COMPLAINT

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding the sale of the policy:
Please contact Trinity Insurance Services Ltd., who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the third working day, Trinity Insurance Services Ltd will pass it to:

Complaints Department
Financial & Legal Insurance Company Limited,
No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW
Tel: 0161 603 2140
Email: info@financialandlegal.co.uk

Complaints regarding claims:
Please contact the **Claims Administrator**.

Trent – Services (Administration) Ltd
Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD
Tel: 01285 626020
Email: claims@trent-services.co.uk
Fax: 01285 626031

In all correspondence please state that **Your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference 06634A.

If **You** complaint about **Your** claim cannot be resolved by the end of the third working day, the **Claims Administrator** will pass it to:

Customer relations department,
Financial & Legal Insurance Company Limited,
No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW
Tel: 0161 603 2140
Email: info@financialandlegal.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You are Insured** in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

FINANCIAL SERVICES COMPENSATION SCHEME

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Financial & Legal Insurance Company Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit: www.fscs.org.uk

FINANCIAL & LEGAL INSURANCE COMPANY LIMITED PRIVACY NOTICE

Data Protection

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, we have collected from you, or we have received from third parties may include **Your**:

1. Name; date of birth, residential address and address history.
2. Contact details such as email address and telephone numbers.
3. Financial and employment details.
4. Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
5. Health or criminal conviction information.
6. Vehicle or household details.
7. Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

1. **Your** insurance broker.
2. From third parties such as credit reference agencies and fraud prevention agencies.
3. From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
4. Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

1. Solicitors or other **Appointed Representatives**.
2. Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
3. Fraud and crime prevention agencies, including the Police.
4. Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

1. Object to **Our** processing of **Your** personal data.
2. Request that **Your** personal data is erased or corrected.
3. Request access to **Your** personal data and data portability.
4. Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

Protect the things that matter most with Trinity.

- Life insurance
- Personal accident
- Kit, contents and personal possessions insurance
- Travel insurance
- Group travel and sports
- Car insurance
- Pet insurance
- Wedding insurance
- Mortgages and savings
- Excess protection

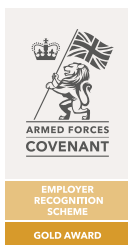
www.talktotrinity.com

hello@talktotrinity.com

01243 817777



Trinity Insurance Services Limited
Metro House
Northgate
Chichester
West Sussex
PO19 1BJ



Trinity Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) with FCA number: 307068, and a member of the Services Investment and Insurance Advisory Panel (SIIAP.)

Registered in England and Wales. Registered address: Appledram Barns, Birdham Road, Chichester, West Sussex, PO20 7EQ. Registration number: 03904541

Calls may be recorded for training and quality purposes.

Details are correct at the time of going to print.
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