



T R I N I T Y
L A N E

Trinity Lane Touring Caravan
Insurance Policy Booklet

20th April 2010



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 scheme protects the first £2,000 of a claim in full and 90% of the rest of the claim. For insurance you have to have by law, the claim will be met in full. For more information about the compensation scheme arrangements, contact the FSCS or visit their website.

Financial Services Compensation Scheme

th
5 Floor, Lloyds Chambers
Partskan Street
London E 8BN
Phone: +44 20 78 92 7300
Website: www.fscs.org.uk

Our promise to you

We aim to provide a first-class service.

If you are not fully satisfied and you decide within 14 days that you do not want this insurance, please return all the documents and we will refund the premium.

We are committed to providing you with a high-quality service at all times. If you have a complaint about your insurance, or us, please contact your insurance adviser who arranged the insurance for you.

If you are still not satisfied with the way your complaint has been dealt with after contacting your adviser, you should write to Trinity Lane Insurance Company Limited, Aviation Park, Civil Aviation Avenue, Luqa, LQA 9023, Malta. When you do this, remember to give your insurance document number, as it will help us to deal with your complaint quickly.

If you are not satisfied with the way we deal with your complaint, you can refer it to the Financial Ombudsman Service (FOS). The address is Customer Contact Division, The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR.

(This will not affect your right to take legal action if necessary.)

If you are still not satisfied

If you cannot sort the situation out with us, you can refer the matter to the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR 3000, Malta.

We, Trinity Lane Insurance Company, are regulated by the Financial Services Authority and licensed by the Director-General of the Malta Financial Services Authority (MFSA) under the Insurance Business Act 1998 to carry on insurance business in Malta. We are registered in Malta.

Registered office: Aviation Park, Civil Aviation Avenue, Luqa, LQA 9023, Malta
Registration number: C40137.

This is your Trinity Touring Caravan insurance document. Please read the schedule carefully and keep it in a safe place. If you have any questions about any of your insurance documents, call your insurance adviser. Unless we have agreed otherwise with you, this insurance is governed by English law.

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Touring Caravan Scheme

This document is a legally-binding contract of insurance between you (the insured) and us (Trinity Lane). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.

We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided in your statement of fact. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet.

The insurance provided by this document covers any liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

This insurance is written in English and all communications about it will be in English.

We have issued this document under the authority granted by MFSA.

This schedule and any endorsements applying to it form your caravan insurance document.

Guidance notes

These guidance notes are to help you to understand your insurance. They do not form part of the contract. You must always read the guidance notes with the full text of this insurance document.

This document is a contract of insurance between you and us.

We rely on the information you give us being accurate and complete. If it is not, you may not be covered by this insurance.

Remember -You must tell us about any change in the information you have given us or any change you want us to make to the document. If you don't, you may not be covered by this insurance.

Definitions

We, us, our -Trinity Lane

You, your - The person or people named in **the schedule** and all family members who permanently live with them.

The schedule -The document showing the **caravan** we are insuring and the cover which applies.

Your caravan, the insured caravan - Any caravan shown in **the schedule**, while it is at the address shown in **the schedule**.

Loss or damage - Accidental loss, damage, theft or attempted theft.

Territorial limits -England, Scotland, Wales, the Isle of Man, the Channel Islands and Northern Ireland.

Endorsement - A change in the terms to the insurance which replaces the standard insurance wording and is printed on, or issued with, **the schedule** or a revised **schedule**.

Period of insurance - The period of time covered by this insurance (as shown in **the schedule**) and any extra period for which **we** accept **your** premium.

Guidance notes

These words and phrases have the meanings given whenever they appear in the **schedule** and **endorsements**.

What is covered

This section insures against loss of or damage to the following.

- 1 The structure, fixtures, fittings and equipment of the caravan named in the schedule, including outside gas cylinders.
- 2 Contents and personal belongings and luggage while it is in the caravan, long as the loss or damage is caused by anything that is not listed as an exclusion in this document, while the caravan is in the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland. This cover also applies while you are visiting a country which is a member of the European Union, Andorra, Croatia, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland or the Vatican City. There is no limit on the number of trips in any period of insurance, but we will only cover foreign use for up to 120 days in total during the policy year.

Exclusions

This section does **not** cover the following.

- a Loss of value due to wear and tear (depreciation), damage caused by moths or vermin, mildew, electrical or mechanical breakdown or mechanical breakage, damage to tyres caused by a puncture, cuts or a burst tyre.
- b Loss of use.
- c Loss of or damage to deeds, registered bonds, cash, currency, banknotes, credit cards, stamps or coins forming part of a collection.
- d Theft or accidental loss from the caravan while it was left unattended without being closed and locked.
- e Loss or damage to jewellery, gold, silver, gold and silver-plated articles, furs and cameras.
- f Brittle articles breaking, unless this is caused by the caravan being involved in an accident.
- g The amount of the excess shown in the schedule. (This is the first part of any claim, which you must pay.)
- h Loss or damage caused while you are loading or unloading the caravan from ships other than drive-on and drive-off ships.
- i Any item (including articles forming a pair or set) worth more than £250, unless this is listed in the details attached to the schedule.

This section also covers the reasonable cost of the following.

- a Taking the caravan to the nearest repairer and returning it to your address in the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland, after a repair caused by loss or damage that is covered by this certificate.
- b Hotel accommodation or the cost of hiring a replacement caravan (up to £50 a day for no more than 15 days in any one incident) if the caravan becomes unusable while on a tour which is over 50 miles away from your home.

Third-party liability

This section provides cover for the following.

All compensation which you (or any relative or friend who is using the caravan with your permission) become legally liable to pay for bodily injury caused by accident or disease, or damage to property, caused by or in connection with the caravan.

This section does not cover the following.

- a Bodily injury to any person who was working for you at the time of the incident, or to any member of your family.
- b Damage to property belonging to you or in your care, custody or control.
- c Liability you have under a contract, and which you would not have if it was not for that contract.
- d Claims arising while the caravan is attached to any vehicle for the purposes of being towed.
- e Claims resulting from any accident caused by the caravan or any part of it becoming detached from any vehicle that is towing it.
- f Claims arising directly or indirectly from any person insured under this policy spreading an infectious disease or condition.
- g Claims arising out of road traffic acts.
- h Injury or illness arising directly or indirectly from a dog which is defined as dangerous under the Dangerous Dogs Act 1991.

You must not admit liability or arrange, offer, promise or make a payment in relation to a claim without first getting our permission in writing. We may take over any claim, in your name. Or, we may take legal action, in your name, against anyone making a claim for damages against you. We can decide how any negotiations or proceedings are carried out, or how to settle any claim. You must, whenever possible, give us all information and help we ask for.

For all claims under this section, the most we will pay for **any one incident** or series of incidents arising out of any event is £2,000,000, **plus** the costs and expenses you run up, with our written permission, defending any such claim.

a If you successfully defend a claim against you, we will pay all costs, charges and expenses you have had to pay in connection with the claim, up to the sum insured under this section of the certificate (as shown on the schedule).

b If you have to make a payment over the sum insured to settle a claim, we will look at how the payment you have made compares with the sum insured as a percentage, and pay the same percentage of the costs, charges and expenses.

Conditions and exclusions

1 When the caravan is not being used, you must move it away from exposed sites such as rivers, the seaside and so on, to reduce the risks of storm and flood.

2 You must fit the caravan with an anti-theft wheel clamp or hitch lock whenever it is left unattended. This condition also applies while the caravan is in storage at your main address or any other storage location. If you do not meet this condition, we will not cover theft of the caravan.

3 This certificate does not cover any accident, injury, loss, damage or liability caused or arising while the caravan is:

a let for hire or reward;

b being used other than for private purposes; or

c outside the limits of the United Kingdom, the Channel Islands, the Isle of Man, and the Republic of Ireland, except while it is being moved between ports.

We will provide cover when you visit any country which is a member of the European Union, Andorra, Croatia, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland or the Vatican City. There is no limit on the number of trips in any period of insurance, but the total number of days the caravan is taken abroad must not be more than 120 days a year.

4 This certificate does not cover any accident, loss or damage which is (or would be if it was not for this certificate) insured by any other existing policy or certificate. However, we will cover any excess you may have to pay under any other insurance covering the accident, loss or damage.

5 The most we will pay for any claim relating to loss of or damage to the caravan or its contents, personal belongings and luggage will not be more than the relevant sums insured shown in the schedule. Also, if the certificate says that we will only pay up to a certain percentage of the value of the caravan, or sets a limit for any one item, we will keep to these limits.

6 Immediately after any incident which is likely to lead to a claim under this section or immediately after you receive notice of any claim or of any other proceedings against you relating to the caravan, you must give us full details, in writing, through your insurance agent.

Section A - The caravan

This cover only applies to your caravan.

We will insure your caravan and its equipment (less any excess that applies) against **loss or damage**.

This cover also includes:

- fixtures, fittings, furnishings;
- awnings (including weather damage - please see General conditions 1 'Reasonable care'); and -toilet tents; while they are in, on or attached to **your caravan**.

For a claim under this section we will either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item: or
- replace the lost or damaged item.

The most we will pay (except as shown under the headings 'Repairs' or 'Replacement as new') will be either:

- the market value of **your caravan** or its equipment immediately before the loss; or
- the sum insured of **your caravan** or its equipment as shown in the **schedule**.

Guidance notes

Under this section **we** will provide cover when **your caravan** suffers **loss or damage**. **Your caravan's** equipment and accessories are also covered.

These are the ways **we** will settle **your** claim.

The market value of **your caravan** or its equipment is the cost of replacing it with one of the same make, model, age, type and condition.

If **your caravan** suffers **loss or damage**, **we** will pay the cost of taking it to the nearest authorised repairer.

This part shows **you** what **you** have to do if **your caravan** needs repairing. If the **caravan** is on hire purchase or belongs to someone else, **we** will settle the claim direct with them.

Limits

Sum insured

You set the sum insured, and it should represent the full cost of the **insured caravan**. The most **we** will pay under section A is the sum insured shown on **the schedule**.

Under-insurance

If the cost of repairing or rebuilding the **caravan** is more than the sum insured at the time of any **loss or damage**, **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of **your caravan**, **we** will only pay one-third of the claim.

Repairs

If **your caravan** suffers **loss or damage** which is covered under this insurance, **you** may authorise and arrange for the caravan to be taken to the nearest authorised repairer. **We** will pay for the cost of protecting the caravan from further damage, moving it to the authorised repairer, and delivering it back to you after it has been repaired (including disconnection and reconnection costs).

You may also arrange for reasonable and necessary repairs to be carried out to **your caravan**, up to a cost of £200, as long as **you** get a detailed estimate and immediately send it to **us** with a full report of the **loss or damage**. (Please keep any parts which have been replaced.)

Replacement as new If **your** caravan is less than three years old, and it is totally lost or destroyed, or the cost of repairing any **loss or damage** is more than the sum insured, **we** will replace **your caravan** with a new caravan of the same make, model and specification (if one is available). **We** will pay up to the sum insured in **the schedule** (plus an increase of 10% of the sum insured) for a new caravan.

Financial interest If the caravan belongs to someone else, or is part of a hire purchase or leasing agreement, **we** will pay an amount for the **loss or damage** to the **caravan's** legal owner. This will be our final settlement for the **loss or damage**.

Section A continued

Exceptions to section A This section of your insurance does not cover the following.

-The amount of the excess shown in the schedule for accidental loss or damage, or loss or damage caused by fire, theft, wind, storm or flood.

Important: There are certain circumstances which are not covered and these are shown opposite.

Section B - The contents

This cover only applies to contents in your caravan.

We will pay up to the sum insured shown in **the schedule**, for **loss or damage to contents** (that are not insured elsewhere) which belong to **you** or which **you** are legally responsible for, while they are in **your caravan**.

Limits

We will not pay more than £250 for any one item.

Matching sets

We will not pay the cost of replacing undamaged items forming part of a pair or set.

Sum insured

You set the sum insured, and it should represent the full cost of the **contents**. The most **we** will pay under section B is the sum insured shown on **the schedule**.

Under-insurance

If the cost of repairing or replacing any of the **contents** is more than the sum insured at the time of any **loss or damage**, **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the value of **your contents**, **we** will only pay one-third of the claim.

Unoccupied

If **your caravan** is not on a licensed and supervised caravan site where the owner of the site, his or her agent or full-time warden or other employee is permanently on the site, theft or attempted theft is not covered if **your caravan** is left **unoccupied**.

Exceptions to section B

This section of your insurance does not cover the following.

- The first £50 of any **loss or damage**.
- Loss or damage** to:
 - money, cheques, stamps or stamp collections;
 - credit cards and cheque-guarantee cards;
 - securities for money, deeds, bonds or tickets;
 - bills of exchange,
 - certificates, manuscripts and documents of any kind;
 - jewellery, gold, silver, gold-and silver-plated items, furs and cameras;
 - pedal cycles;
 - contact lenses; or
 - mobile or portable phones or pagers.
- **Loss or damage** to **contents** within awnings or other collapsible or canvas units.
- **Loss or damage** to **contents** by theft or attempted theft while **your caravan** is left unattended, unless the caravan is closed and securely locked.

Guidance notes

This insurance will also cover **contents** which belong to **you**, while they are in **your caravan**.

These are the ways we will settle any claim you make for **loss or damage** to **contents**.

Unless **your caravan** is on a licensed and supervised caravan site, **we** will not provide any cover for theft or attempted theft.

Important: Cover under this section does not apply to the circumstances shown opposite.

General conditions

The following conditions apply to the whole of your insurance.

1 Reasonable care You must take all reasonable steps to protect **your caravan** from **loss or damage** and keep it in a good condition and state of repair.

You must let **us** examine **your caravan** at any reasonable time.

2 Telling us about a change You must tell **us**, as soon as possible, about any change in the information you have given to **us**. If **you** don't, **your** insurance may not be valid or may not cover you fully. If **you** are not sure whether you need to tell us any information, **you** should tell us anyway.

3 Claims When a claim or possible claim arises, **you** must tell **us** in writing as soon as possible. For claims made under this insurance, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the claim is caused by riot, malicious acts, theft or attempted theft. (Please make sure that **you** get a crime reference number.) **You** must take all reasonable steps to get back any lost or stolen property and to prevent any further **loss or damage** happening. **You** must send **us** any claim, letter, writ or summons (without answering it) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without first getting **our** permission in writing.

4 Our rights after a claim We can:

- take over, carry out, defend or settle any claim; and
- take proceedings, at **our** own expense and for **our** own benefit, to get back any payment **we** have made under this insurance.

We will take this action in **your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **we** must use, must co-operate with **us** on any matter which affects this insurance.

5 Fraudulent claims If a claim is made which **you**, or anyone acting on **your** behalf, know is false, fraudulent or exaggerated, **we** will not pay the claim and we will end the cover under this insurance without returning **your** premium.

6 Other insurance If, at the time of any liability, loss or damage covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

Guidance notes

This part describes certain responsibilities and procedures.

You must keep **your caravan** in a good condition and state of repair and take all reasonable care to prevent **loss or damage**.

The procedure for reporting **loss or damage** to **us**.

- Report any incident to **us** as soon as possible.
- Immediately tell **us** about any writ or summons.

No-one must admit any liability or negotiate any claim without **our** written permission.

Once **you** have asked **us** to deal with a claim under this insurance, **we** have the right to carry out the negotiations as **we** see fit.

We will not pay a claim which is false, fraudulent or exaggerated.

If a claim is also covered under any other insurance, **we** will only pay **our** share of the claim.

7 Cancellation

You may cancel this insurance at any time by giving **us** 14 days' notice. If **you** have not made a claim in the current **period of insurance**, **we** will work out the charge for the time **you** have been covered by your insurance (using **our** short-period rates), and we will keep the minimum premium which applies at the time.

We may cancel this insurance by sending 14 days' notice to the last address we have for you. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**. **We** will send this refund through **your** insurance adviser.

If you cancel this insurance during the 14-day cooling-off period, we will charge you a cancellation fee which will be at least £21, including insurance premium tax.

If you make a total-loss claim after the 14-day cooling-off period, we will not refund any premiums you have paid.

Cancellation rates

Period of time you had the cover and the proportion of the premium you will be refunded.

One month 75%

Two months 70%

Three months 50%

Four months 40%

Six months 30%

Eight months 10%

More than eight months 0%

8 Disagreement over the amount of any claim

If **we** accept **your** claim, but disagree over the amount due to **you**, we will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start legal action against **us**.

9 Drainage

While **the caravan** is **unoccupied** during the period from 1 October to 31 March (including these dates), you must turn off all main supplies and drain the water and central-heating systems.

We may cancel the insurance by sending **you** 14 days' notice. If **we** do cancel your insurance, **you** are entitled to a refund of part of **your** premium.

General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

1 Direct or indirect loss, damage or liability caused by, contributed to or arising from:

- ionising, radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
- pressure waves caused by aircraft and other flying objects.

2 Any result of war, riot, revolution, or any similar event.

3 Any liability, loss or damage arising from:

- the use of any solid-fuel stove, unless it is the manufacturer's standard design and is installed by them;
- the use of any portable oil-heating appliances;
- the **insured caravan** not being used for social, domestic and pleasure purposes;
- any insured property being held by the customs or any other authority;
- loss of value due to wear and tear, mechanical or electrical failures or breakdowns;
- mildew, moths, vermin or any gradual cause;
- theft or any malicious act caused by **you, your** employees or anyone using the **insured caravan**; or
- **your** caravan being let for hire or reward.

4 Loss of use.

5 Any liability, loss or damage if any of the terms and conditions of this insurance have not been met.

Guidance note

Throughout the insurance **you** have seen exceptions which apply to each section. These general exceptions apply to all the sections.

Direct or indirect accident, injury, loss, damage or legal liability arising as a result of the items set out opposite are not covered.

You must read all the terms, exceptions and conditions of this insurance.

Endorsements

Important - This appendix forms part of the insurance.

An **endorsement** only applies if the **endorsement's** number is shown in the relevant place in **your schedule**.

The general terms, conditions and exceptions apply to all **endorsements**.

Endorsement number Z1 - Excess clause (caravan)

We will not pay the first amount shown in **the schedule** for any claim under section A (the caravan). You must pay the amount shown on top of any other amount which **you** may have to pay under this insurance.

Endorsement number Z2 - Excess clause (contents)

We will not pay the first amount shown in **the schedule** for any claim under section B (the contents). You must pay the amount shown on top of any other amount which **you** may have to pay under this insurance.

Endorsements continued Endorsement number Z3 - Other interest

The name shown in **the schedule** has a financial interest in the **insured caravan**.

Endorsement number Z4 -Matching sets

The limit in section B (the contents) relating to matching sets is deleted and replaced with the following. **We** will pay the cost of replacing unbroken and undamaged items forming part of a pair or set.

Endorsement number Z5 - Tracker clause It is a condition of this policy that the insured caravan is fitted with a fully working tracking device. **We** will not pay any theft claim if the tracking device is not working whenever the caravan is left unoccupied for any length of time.

Guidance notes

An **endorsement** alters the cover provided by either all or part of **your** insurance.

An **endorsement** only applies if the number of the **endorsement** appears in **your schedule**.



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