



TRINITY  
LANE

**Touring Caravan Policy Booklet**

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.

## **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**

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.

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# Definitions

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

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

**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, as 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 Northern Ireland. This cover also applies while you are visiting a country which is a member of the European Union, Andorra, 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 of or damage to jewellery, gold, silver, gold and silver-plated articles, watches, furs, cameras and all portable electronic equipment.
- 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 Northern 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, 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.

# Section A – The Caravan

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 – 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 in Exceptions to Section A.

## 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.

## Section B – 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;
  - mobile or portable phones or pagers;
  - portable computers (including games, laptops and tablets)
  - camcorders
  - portable electronic reading devices
  - satellite Navigation systems; or
  - portable televisions or dvd players
- 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 in 'Exceptions to Section B.'

# 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.

# General conditions

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 can cancel your policy at any time, by giving you seven days' notice in writing, if we have good reason. We will send the notice of cancellation to the address that we hold on file. The notice will set out the reason for the cancellation.

Reasons for cancelling your policy may include the following.

- You have not provided any document or information we or your insurance adviser have asked for.
- You have not made any payment we, your insurance adviser or any other company have asked for in connection with your policy.
- We or your insurance adviser have good reason to suspect fraud or false information.
- A change in your details makes your policy unacceptable to us.
- You have not kept to the conditions of your policy, as set out in this policy booklet.

## Cancellation by us - Non disclosure

This policy will be void from inception and of no effect if:

- the proposal or declaration is untrue in any material respect;
- the insured makes a claim that is fraudulent or deliberately exaggerated;
- the insured has made a false declaration or statement in support of any such claim;
- the circumstances in which the insured entered into the insurance are altered without the insurer's consent.

We will refund you 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%

## **General conditions**

### **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.

# 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.

# General exceptions

## Guidance notes

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.

# 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 types of insurance that are compulsory (insurance you need to have, such as motor insurance), the FSCS will pay your 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 Malta Financial Services Authority to carry on general insurance business from Malta under the Insurance Business Act 1998. Trinity Lane Insurance Company Limited is registered in Malta – registration number C40137.

Registered office:

No. 7, Block A, Ground Floor,  
Aviation Park,  
Civil Aviation Avenue,  
Luqa LQA 9023,  
Malta.

# Customer care

## About our service

We, Trinity Lane Insurance Company Limited, are licensed by the Malta Financial Services Authority 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 adviser who arranged the insurance for you.

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

Customer Services Co-ordinator  
Trinity Lane Insurance Company Limited  
Aviation Park  
Civil Aviation Avenue  
Luqa LQA 9023  
Malta.  
Phone: 00356 22 489 100

When you do this, please quote your policy number shown on your certificate of motor insurance document. This 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  
South Quay Plaza II  
183 Marsh Wall  
London  
E14 9SR  
Phone: 0845 080 1800  
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. Going through 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.

# 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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