



TRINITY
LANE

Caravan Insurance Policy

Introduction

Thank You for Choosing Trinity Lane for your Caravan Insurance.

This document sets out what is and what is not covered and any special terms that may apply. Please check that it meets **your** needs and that **you** understand it.

If **you** have any questions about this document, please contact **your insurance adviser** who will be pleased to help **you**.

Insurer

You have taken out insurance with **us** (Trinity Lane Insurance Company Limited). This document gives details of the insurance contract, which is legally binding.

We have agreed to insure **you** under the terms, conditions and exceptions in this document, and any endorsements relating to it.

You must have paid the premium shown in **the policy schedule** to be covered under **this policy**.

Your Right to Change Your Mind

If **you** are not satisfied with the cover provided by **this policy** of insurance, please return the document to **your insurance adviser** within 14 days of receiving it. We will return any premium **you** have paid as long as we have not paid or are processing a claim.

Demands and Needs Statement

This policy has been arranged by **your insurance adviser** on a non-advised basis. It makes no recommendation as to the suitability of **this policy** for **your** particular needs. **This policy** will meet the demands and needs of someone who owns and uses a touring caravan for which **this policy** will give that person insurance cover against **loss or damage** as a result of accidental damage, fire, vandalism, storm, flood, or theft and personal accident and public liability financial losses. It is important you read the information contained in this document to ensure **this policy's** cover meets and continues to meet **your** needs and expectations.

The Contract of Insurance

This document forms a legally binding contract of insurance between **you** and **us**. 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** proposal for insurance cover to **your insurance advisor**.

The insurance is provided under the terms and conditions contained within this document.

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

English law will apply to this contract unless otherwise agreed in writing with **us**. If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes in relation to it.

We are authorised and regulated by the Malta Financial Services Authority under the Insurance Business Act 1998 to carry on the business of general motor and accident classes of insurance.

Cancellation

You may cancel this insurance at any time by giving **us** 14 days' notice. If **you** have not made any claim in the **period of insurance**, **we** will calculate the charge for the time **you** have been covered by this policy (using **our** short period rates detailed below), subject to **us** retaining the minimum premium which applies at the time.

Short Period Cancellation rates (the percentage of premium returned);

- Up to 1 month = 75%
- Up to 2 months = 70%
- Up to 3 months = 50%
- Up to 4 or 5 months = 40%
- Up to 6 or 7 months = 30%
- Up to 8 months = 10%
- Over 8 months = nil

Please note **your insurance advisor** may also charge fees and may retain their commission.

We may cancel this insurance by sending 14 days' prior notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**. **We** will send this refund via **your insurance advisor**.

Reasons for **us** cancelling **this policy** at any time may include but are not restricted to;

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

If a cancellation occurs during the 14 day cooling off period, **we** will charge pro-rotta cancellation charges subject to a minimum of £21 including insurance premium tax.

If a total loss claim occurs after the 14 day cooling off period, there will be no refund of premium.

Definitions

The words or expressions detailed below will have the meaning shown wherever they appear in this document and will be shown in bold text.

Sums Insured – The most we will pay for **your caravan** and **your caravan's contents** as shown in **the policy schedule**. Unless **we** say otherwise, the amounts apply to each incident of loss.

In the event of a claim for partial loss or partial damage of **your caravan** for which **we** have paid, the **amount** insured under **this policy** will be automatically restored to the full amount after **we** pay a claim provided **you** carry out **our** recommendations to prevent further **loss or damage**.

Loss or damage – Damage caused to **your caravan** by means of accidental damage, loss, vandalism, theft or attempted theft.

Your Caravan – The touring caravan, trailer tent or folding caravan specified in the schedule together with an awning, fixed motor mover, fixtures and fittings which were included in the manufacturer's original model specification

Your Caravan's Contents – Goods, personal belongings and clothing, other personal items in **your caravan** which belong to **you** or which **you** are legally responsible for.

Endorsement – A written change to the terms and conditions of **this policy**, if applicable this will be stated on **the policy schedule**.

Evidence of ownership – The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of **your caravan**.

Excess – The amount **you** have to pay towards any claim under this insurance as shown on **the policy schedule**. Voluntary **excess** premium discounts may have been applied to **this policy** if **you** requested them through **your insurance advisor** prior to accepting **this policy**.

Home – Within the boundaries of **your** permanent place of residence but excluding communal parking areas and any public road or highway.

Geographical Limits – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Your Insurance Advisor – The intermediary from which **you** provided **your** information and who **you** purchased **this policy** through.

Market Value – The cost of replacing **your caravan** with one of the same make, model, age, type and condition.

Nuclear Risks – Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

Period of Insurance – The length of time covered by this insurance as shown in **the policy schedule**.

This Policy – This document and **the policy schedule**, statement of fact including any endorsements and the insurance cover it provides.

The Policy Schedule – The document confirming **your** cover for this policy and **your** personal details.

Terrorism - An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- i) is committed for political, religious, ideological or similar purposes; and
- ii) is intended to influence any government or to put the public, or any section of the public, in fear; and
- iii) involves violence against one or more persons; or
- iv) involves damage to property; or
- v) endangers life other than that of the person committing the action; or
- vi) creates a risk to health or safety of the public or a section of the public; or
- vii) is designed to interfere with or to disrupt an electronic system.

War – War, invasion, act of foreign enemies, hostilities (whether **war** be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

We/Us/Our – Trinity Lane Insurance Company Limited.

Unoccupied – where **your caravan** is not lived in for 24 consecutive hours by **you** or any other person with **your** permission.

Unusable – Where **loss or damage** to **your caravan** renders it not fit or safe for use.

You/Your – The insured person named in the certificate of motor insurance and **the policy schedule**.

General Conditions

The following conditions apply to the whole of **this policy**. Any other conditions are shown in the section to which they apply.

Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. You must take care when answering any questions **we** ask by ensuring that all the information provided is accurate and complete.

You must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. If you are in any doubt, please contact **us** or **your insurance advisor**. When **we** are notified of a change **we** will tell **you** if this affects **this policy**. For example **we** may cancel **this policy** in accordance with the cancellation condition, amend the terms of **this policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Security

It is a condition precedent to the underwriters' liability that **your caravan** is fitted with a proprietary anti-theft wheel claim and/or hitch lock whenever it is left unattended. This condition is also to apply to **your caravan** whilst it is in storage at the **your** main address or any other storage location. Failure to comply with this condition will render theft coverage inoperable. If a theft claim has occurred within five years, **your caravan** must have a tracking device fitted.

Arbitration

Any dispute arising out of or relating to **this policy**, including its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

Due Diligence

You must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep **your caravan** and any awnings insured under **this policy** in good condition and repair. **You** must let **us** examine **your caravan** at any reasonable time.

Rights of third parties

You will not disclose the terms and conditions of **this policy** to anyone without **our** prior written approval save to the extent that **you** are required to do so by relevant law.

No Claims Bonus

This policy will earn a no claims bonus discount should **you** not make any claims during the period of insurance to which **we** cannot recover all losses from somebody else. If **you** need to make a claim during the period of insurance stated on **the policy schedule** and **we** cannot recover the losses **your** no claims bonus will be affected unless **you** have advised **your insurance advisor** that **you** wish to have the benefit of protected no claims bonus and have paid any additional premium applicable.

Misrepresentation

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its premium **we** may amend the terms of **your** insurance or charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**.

Sums Insured

In respect of **your caravan** or **your caravan's contents**, personal effects and luggage, the liability of the underwriters for any **loss or damage** shall not exceed the respective sums insured stated in **the policy schedule**. In the event of a claim **we** may require **evidence of ownership**.

General Conditions

This policy does not cover any accident, injury, **loss or damage** and/or liability caused, sustained or incurred whilst **your caravan** is:

- a) let for hire or reward;
- b) being used other than for private purposes;
- c) outside the **geographical limits**, except whilst in transit between ports thereof. It has been agreed under this contract that **we** will provide cover when **you** visit any country which is a member of the European Union, Norway and Switzerland. There is no limit on the number of trips in any **period of insurance** but the number of days **your caravan** is taken abroad must not exceed 120 days per year.

This policy does not cover any accident, **loss or damage** which at the time of the happening of such accident, **loss or damage** is insured by or would, but for the existence of **this policy**, be insured by any other existing policy or insurance certificate except in respect of any excess beyond the amount which would have been payable under such other policy or certificate had this insurance not been effected.

Under Insurance

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

Drainage

While **your caravan** is **unoccupied** during the period 1st October to 31st March (inclusive), all main supplies must be turned off.

Section A – The Caravan

The following cover and restrictions apply to **your caravan**. **We** will insure **your caravan** and its equipment (less any **excess** that applies) against **loss or damage**.

This cover also includes:

- a) The fixtures, fittings, & furnishings;
- b) Any awnings (weather damage to awnings is included – please refer to General condition – due diligence); and
- c) Any toilet tents

Whilst in or on or attached to **your caravan**.

For a claim under this section, we will either:

- a) Pay for the **loss or damage** to be repaired; or
- b) Pay an amount of cash to replace the lost or damaged item; or
- c) Replace the lost or damaged item.

The most we will pay (except as provided under the Repairs or Replacement as new terms) will be either:

- a) The **market value** of **your caravan** or its equipment immediately before the loss; or
- b) The **sums insured** of **your caravan** or its equipment as shown in the **schedule** if this is less than a); or
- c) The agreed value amount **sums insured** of **your caravan** which has been agreed with **your insurance advisor** and is shown on **the policy schedule** by the appropriate policy **endorsement**.

If **your caravan** suffers **loss or damage** which is covered under this insurance, **you** may authorise and arrange for **your caravan** to be taken to the nearest authorised repairer. **We** will pay for the cost of protection, removal and redelivery charges (including disconnection and reconnection costs).

You may also arrange for reasonable and necessary repairs to be carried out to **your caravan**, up to an amount 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.)

If **your caravan** is less than three years old from the date of manufacture, or is up to 10 years old and **you** have paid a additional premium to have the benefit of new for old replacement and therefore the appropriate **endorsement** has been added to **the policy schedule**, and **your caravan** is totally lost, destroyed or the cost of repairing any **loss or damage** is more than the **sums 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 **sums insured** as stated on **the policy schedule** (plus an increase of 10% of the **sums insured**) for a new caravan.

If **your 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 **your caravan's** legal owner, whose receipt will be a full and final discharge to us in respect of such **loss or damage**.

All cover under **section A – The Caravan** only applies whilst **your caravan** is within the **Geographical Limits of this policy** or whilst visiting a country which is a member of the European Union, Norway and Switzerland. There is no limit on the number of trips in any **period of insurance**, but **this policy** will only cover foreign use up to a maximum of 120 days during the policy year.

You will be liable for the policy **excess** in the result of a accidental **loss or damage** claim. For any accidental **loss or damage** claim the **excess** amount is shown on the **policy schedule**.

You will be liable for the policy **excess** in the result of any fire, theft, windstorm, or flood **loss or damage** claim. For any fire, theft, windstorm or flood **loss or damage** claim the **excess** amount is shown on **the policy schedule**.

We will not be liable for any **loss or damage** claim submitted where **your caravan** is not being used unless it is kept at **your home** or at a storage address **you** have told **your insurance advisor** about and which **we** have accepted.

Section B – The Contents

The following cover and restrictions apply to **your caravan's contents**. **We** will pay up to the **sums insured** shown on **the policy schedule** for **loss or damage** to **your caravan's contents** (that are not insured elsewhere) which belong to you or which you are legally responsible for, whilst they are in your caravan.

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

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

The **sums insured** is declared by **you** and should represent the full cost of **your caravan's contents**. The most **we** will pay under this section is the **sums insured** as stated on **the policy schedule**. A deduction will be made for wear and tear on items of:

- a) Clothing;
- b) Household linen
- c) Camping equipment; or
- d) Televisions, audio and video equipment, DVD equipment, digital receivers and recorders

If the cost of repair or replacement of any of **your caravan's contents** is more than the **sums insured** at the time of any **loss or damage**, then **you** will have to pay a share of the claim. For example, if **your sums insured** only covers one-third of the cost of **your caravan's contents**, **we** will only pay one-third of the claim amount.

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

We will not pay for **loss or damage** to **your caravan's contents** by theft or attempted theft whilst **your caravan** is left unattended, unless it is closed and securely locked.

If **your caravan** is less than three years old from the date of manufacture or is up to 10 years old and **you** have paid a additional premium to have the benefit of new for old replacement and therefore the appropriate **endorsement** has been added to **the policy schedule**, and **your caravan's contents** are totally lost, destroyed or the cost of repairing any **loss or damage** is more than the **sums insured**, **we** will replace **your caravan's contents** with a new contents of the same make, model and specification (if available). **We** will pay up to the **sums insured** as stated on **the policy schedule** (plus an increase of 10% of the sums insured) for a new contents.

You will be liable for the policy **excess** in the result of a accidental **loss or damage** claim. For any accidental **loss or damage** claim relating to **your caravan's contents** the **excess** amount is shown on **the policy schedule**.

Under this section the following items are excluded:

- a) money, cheques, stamps or stamp collections;
- b) credit and cheque cards;
- c) securities for money, deeds, bonds, tickets;
- d) bills of exchange, promissory notes;
- e) certificates, manuscripts and documents of any kind;
- f) pedal cycles or contact lenses; or
- g) mobile or portable phones or pagers.
- h) jewellery, gold, silver, furs and cameras.

Your caravan's contents does not include items that have been stolen or sustain **loss or damage** whilst being kept within awnings or collapsible or canvas units.

Section C – Public Liability

The following cover and restrictions apply to the any liability arising out of the ownership, possession or use of **your caravan**.

We will insure **you**, and any person using **your caravan** with **your** permission, for all amounts which **you** become legally liable to pay for accidents happening in and around **your caravan** which results in:

- a) Bodily injury to any person other than **you** or a domestic employee; or
- b) **Loss or damage** to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the **period of insurance** and within the **Geographical Limits of this policy**, and which are caused by or arise out of the ownership, possession or use of **your caravan**.

We will not pay more than £2,000,000 for any one event. However, **we** will also pay any costs and expenses **we** have agreed to in writing.

If **you** die, **we** will also pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

If we first agree in writing, **we** will pay:

- a) Solicitors' costs if anyone **we** insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- b) Costs and expenses **we** agree to

We will not pay for any liability **you** have accepted under an agreement of contract unless **you** would have had that liability anyway.

We will not pay for any liability which is more specifically insured by any other insurance policy.

We will not pay for any liability whilst **your caravan** is attached to any vehicle for the purpose of being towed or resulting from any accident caused by **your caravan** or part thereof becoming detached from any towing vehicle or arising out of Road Traffic Acts.

We will not pay for any liability for injury or illness arising directly or indirectly from a dog which is designated dangerous under the Dangerous Dogs Act 1991.

We will not pay for any liability arising directly or indirectly out of the transmission of any communicable disease or condition by **you**.

Section D – General Extensions

This section also extends to cover the reasonable cost of hotel accommodation actually incurred up to but not exceeding £50 per day, with a maximum of 15 days in any one occurrence, should **your caravan** become **unusable** whilst away from the policyholder's **home**. This benefit applies when the policyholder and their family is using **your caravan** only.

Making a Claim

If **you** need to tell us about an incident involving damage to or loss to **your caravan**, please phone **us** immediately on **01279 719912**. Claims will be dealt with by our UK claim handling agents Hadleigh Claims Management. 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.

If **you** ask **us** to repair **your caravan**, **we** will do this if the damage is covered and, if necessary, one of our approved assessors has inspected the damage.

Customer Care

We, Trinity Lane insurance, are licensed to provide general insurance by the Malta FSA. Our UK business is also regulated by the Financial Conduct Authority.

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 **your insurance advisor** who arranged the insurance for **you**. If **you** are still not satisfied after contacting **your insurance adviser**, **you** should write to the Customer Services Coordinator at:

Trinity Lane Insurance Company Limited
The Landmark
Level 1, Suite 2
Triq L-Iljun
Qormi QRM 1000
Malta.

When **you** do this, please quote **your** insurance document number as it will help **us** deal with **your** complaint quickly.

If **your** complaint is about the way **your** insurance cover is managed, or about the actual policy you should contact:

The Financial Ombudsman Service
Customer Contact Division
South Quay Plaza II
183 Marsh Wall
London
E14 9SR

Telephone 0800 023 4567

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

Whilst **we** are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

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. 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.

We are authorised and regulated by the Maltese Financial Services Authority to carry on general insurance business in the UK. Trinity Lane Insurance Company Limited is registered in Malta – registration number C40137. Registered office:

The Landmark
Level 1, Suite 2
Triq L-Iljun
Qormi QRM 1000
Malta.



TRINITY
LANE

V1.06.2015