

# To report a claim, call:

**ADRIAN FLUX**

**0344 381 4420**

**FLUXDIRECT** 

**0344 381 4461**

 **sterling**

**0344 381 9350**



**Chartwell Insurance**

**0344 381 4463**



**0344 381 4462**

**Lines are open 24 hours a day, 7 days a week, all year round**

UK call centre

## **Important**

You must report all claims, whether or not they are your fault and whether you plan to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

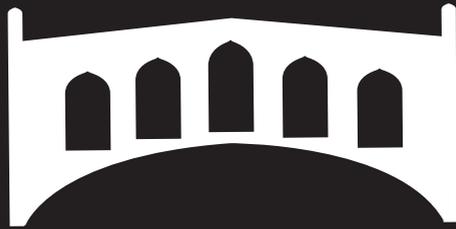
## **Legal cover**

Your policy includes free legal cover up to £100,000 and access to a legal advice helpline.

If you've had an accident that was not your fault, your legal cover could help you with;

- repairs for your vehicle
- arranging a hire car
- compensation for injury  
and
- recovery of other losses, such as loss of earnings

Our claims handlers will discuss your legal cover with you. You can also find more information in the legal cover policy booklet, which is available on our website or through the link provided in your insurance documents.



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 broker 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.

## 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 broker.

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

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# 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 broker 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 Broker** – 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.

## **Demands and Needs Statement**

This policy has been arranged by your insurance broker 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.

## **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 broker 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.

# 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 broker may also charge fees.

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 broker.

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 broker have asked for.
- You have not made any payment, your insurance broker or any other company have asked for in connection with this policy.
- We or your insurance broker 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 you, a person acting on your behalf, or any person covered by this policy uses threatening, intimidating or abusive behaviour or language towards our staff, suppliers or agents acting on our behalf, including your insurance broker.

If a cancellation occurs during the 14 day cooling off period, we will charge pro-rotta cancellation charges subject to a minimum of £20 (plus insurance premium tax).

If a total loss claim occurs there will be no refund of premium.

# 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 broker. 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 broker 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 broker 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 broker 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 940448. 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

## About our service

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

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

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

General Manager  
Trinity Lane Insurance Company Limited  
First Floor  
Grand Ocean Plaza  
Ocean Village  
Gibraltar.  
Phone: 00350 200 74570

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

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

The Financial Ombudsman Service  
Customer Contact Division  
Exchange Tower  
London  
E14 9SR.  
Phone: 0800 023 4 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

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

# Financial Services Compensation Scheme (FSCS)

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

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

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

## Privacy statement

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

### Your Data

Data provided to your broker will be shared with us on the basis of contractual requirement, namely for the purposes of providing insurance cover and for claims handling. Your data may be shared with other companies such as affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We will not use your data for any marketing purposes.

We may disclose your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

## **Data Retention**

In accordance with our legal requirements we will retain your data for a period of at least six years after your policy has lapsed. In certain circumstances we may be required to retain your data for a period exceeding six years for the purpose of claims handling.

## **Your Rights**

Under the General Data Protection Regulation (GDPR) you have the right to access or obtain copies of the personal information held about you by us.

A response to your request will be provided to you within one month of us receiving a valid request. If you wish to exercise this right against our partners you will need to write to them directly. In accordance with the GDPR, we will not charge for this information in most cases.

You have the right to request that we correct any inaccuracies in the personal information held about you. Please contact your broker if your personal information needs updating.

You have a right to submit a complaint to the Information Commissioner if you believe we have not complied with our obligations under the GDPR.

<https://ico.org.uk/global/contact-us/>

You have the right to have your data transmitted directly to another data controller where technically feasible.

You have the right to restrict data processing, where this does not conflict with our contractual obligations, where;

- You contest the accuracy of the personal data we hold
- The processing is unlawful and you oppose the erasure of your data
- We no longer need the data for processing, but the data is required by you for the establishment, exercise or defence of legal claims
- You have objected to the processing of your data pending the verification of whether the legitimate grounds for processing override your objection

You have the right to object to the automated processing of your data including, but not limited to, profiling. This excludes where the processing is necessary for entering into a contract, or the performance of our contractual obligations.



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