



Trinity Lane Substitute Caravan or Cash Policy Wording

About Your Insurance

This insurance is underwritten by Trinity Lane Insurance Company Limited. In respect of You having purchased Substitute Caravan or Cash Policy, We agree to indemnify You in accordance with the terms, exclusions and conditions set out below.

Trinity Lane Insurance Company Limited is authorised and regulated by the Malta Financial Services Authority.

Law applicable to this policy

Unless We have agreed otherwise this policy is subject to English Law.

Important Information

This is Your Substitute Caravan or Cash Policy Wording. It includes everything You need to know about Your policy. We suggest You keep this document in a safe place as You will need to refer to it in the event of an incident.

If You need to make a claim, call Our
Claims Department
Trinity Lane Insurance Co. Ltd
c/o Hadleigh Claims Management Ltd
PO Box 12101,
Bishop's Stortford
CM23 9JB

Telephone number: 0800 587 2976
Email: claims@hadleighclaims.co.uk

Please ensure You have full details of the Insured Incident including any details provided by the police, if applicable.

If We accept Your claim, We will arrange for the delivery of a suitable Substitute Caravan, which You can use for the period of time described in this policy.

Eligibility

You must be a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands) to qualify for cover under this policy.

Cancellation

We hope that You are happy with the cover on this policy. However, if You are unhappy with the policy after reading through the documentation, You have a 14 day Cooling Off period in which You can cancel the policy and receive a return of premium. To do this, contact Your broker. You can also cancel the policy after this Cooling Off period, however, no return of premium will be allowed.

This policy is to run for one year unless We agree to renew Your policy from the expiry date. We will not be obliged to offer a renewal of the policy. We may cancel the policy at any time by sending You 7 days notice to You at Your last known address.

Definitions

Caravan –the insured touring Caravan shown in the schedule which:

- Must be a wheeled vehicle used for travelling in, that contains beds and cooking equipment and can be pulled by a car using a universal tow bar;
- Must not be able to move using any form of self-propulsion;
- Must be owned by You or someone in Your immediate family.

Caravan Hire Costs - The cost of hiring a Substitute Caravan (or a Monetary Payment in lieu) for a Pre-arranged, Pre-booked Caravanning Holiday, following the Insured Caravan being Written Off or an Insured Incident which results in Loss of Use of the Insured Caravan.

Hire Firm – A hire company approved by us.

Hire Period – The period from the date a Substitute Caravan is delivered to You until the earliest of the following dates:

- The date when You received a cheque in respect of the value of the Insured Caravan;
- The end of the twenty-first day of hire; or
- The date that Your Caravan is returned to You following repairs.

Insured Caravan – the Caravan specified in the motor insurance policy issued with this policy.

Insured Incident – Either:

- The theft of the Insured Caravan providing the Insured Caravan remains unrecovered; or
- An accident, fire or act of malicious damage involving the Insured Caravan which causes the Insured Caravan to be Written Off; or
- The theft of the Insured Caravan where it is recovered but rendered Undriveable; or
- An accident, fire or act of malicious damage involving the Insured Caravan which causes damage to the Caravan (but it is not Written Off), which results in Loss of Use of the Caravan.

The Insured Incident must be within 30 days of the start date of Your Pre-booked, Pre-arranged Holiday.

Insured Person – The owner and keeper of the Insured Caravan who is also named on the insurance policy covering the Insured Caravan.

Loss of Use – When the Caravan has suffered damage in an Insured Incident that You are unable to fix or are unable to get fixed within 48 hours of the Insured Incident.

Monetary Payment – A payment made to You following an Insured Incident, instead of a Substitute Caravan being provided.

Period of Insurance - 12 calendar months from the date of inception of this policy, or until the expiry of the Caravan insurance policy that this policy is linked to. In the event of cancellation or non-renewal of that Caravan insurance policy, all cover under this policy shall cease.

Pre-booked, Pre-arranged Holiday –A holiday to a commercially run camping and Caravan site where a fee is charged, which has been booked prior to the departure of Your trip, not including residential homes belonging to family or friends.

Substitute Caravan - A replacement Caravan selected by us and provided by a Hire Firm.

Undriveable – Damaged in a manner which makes it unfit for lawful use on a public highway.

We, Us, Our – means Trinity Lane Insurance Company Limited.

Written Off - The Insured Caravan being assessed as being both unusable and damaged beyond the point where it would be economical to fund its repair. In the event that the Insured Person is insured, such assessment must be made by their motor insurers.

You, Your -The person who has taken out this Policy.

This Policy Will Cover

1. Where the Insured Caravan has been Written Off or remains unrecovered as a result of an Insured Incident arising during the Period of Insurance, subject to the Terms and Conditions We will arrange for the supply to You of a Substitute Caravan for the duration of the a Pre-booked, Pre-arranged Holiday or We will pay a Monetary Payment amount of £1,000.
2. Where the Insured Caravan has been damaged as a result of an Insured Incident during the Period of Insurance, and You are unable to use it because of this damage, subject to the Terms and Conditions We will arrange for the supply to You of a Substitute Caravan for the duration of the a Pre-booked, Pre-arranged Holiday or We will pay a Monetary Payment amount of £1,000.
3. The Substitute Caravan will be delivered to You as soon as is practically possible and in any event within one working day of Your report of an Insured Incident to Us.
4. You may ask for the Substitute Caravan to be delivered to You at any convenient place within the mainland of Great Britain, if you reside there. For residents of the Isle of Man, Channel Islands and Northern Ireland, the Substitute Caravan will be delivered to a convenient place on the Island upon which you reside.
5. If at the time that You report the Insured Incident to Us, a Substitute Caravan is not available We will pay a Monetary Payment as an alternative. This payment will be made by cheque.

This Policy Will Not Cover

1. We will not pay Caravan Hire Costs for claims arising out of more than one Insured Incident in any one Period of Insurance.
2. We will not be able to supply a Substitute Caravan to any person who does not meet the Hire Firm's standard terms and conditions of hire in force at the date when You report the Insured Incident to Us.
3. We will not pay Caravan Hire Costs incurred before Our written acceptance of a claim or where the Insured Person arranges their own hire.
4. We will not supply a Caravan Vehicle where the Insured Caravan is used for racing, rallies or competitions.
5. We will not supply a Substitute Caravan where there is any allegation that the Insured Incident arose at a time when the Insured Person had consumed alcohol or illegal drugs.
6. We will not supply a Substitute Caravan or Monetary Payment if You do not have a Pre-booked or Pre-arranged Holiday within 30 days of the date of the Insured Incident.
7. We will only supply a Substitute Caravan or Monetary Payment to cover the cost of a Pre-arranged and Pre-booked Holiday and receipts or proof of purchase will be required.
8. We will not supply a Substitute Caravan or Monetary Payment if You have already received a total loss settlement from the insurer of the Caravan.
9. We will not cover any Loss of Use claims where the only damage is to the wheels or the tyres of the insured Caravan.
10. We will not supply a substitute Caravan to any place outside of mainland Great Britain. If you reside in the Isle of Man, the Channel Islands or Northern Ireland, we will not deliver a Substitute Caravan to you from anywhere other than the Island that you reside on (not including Southern Ireland for residents of Northern Ireland). If we are unable to source a Substitute Caravan from the Island that you reside on, you will only be entitled to claim for the Monetary Payment

General Conditions and Exclusions

1. In the event of the theft of the Insured Caravan, or any other Insured Incident which is or may arise from a criminal act, You must, when reporting to us, provide Us with the name, address and telephone number of the police station to which the crime has been reported and supply the crime reference number which has been allocated by the police.
2. If Your Caravan is damaged, but not Written Off, in an Insured Incident, in order to make a claim under the Loss of Use section, You must have attempted to make repairs Yourself where reasonable within 48 hours. We may ask for proof of this, such as receipts for a new part You have bought. We expect You to make repairs Yourself in incidents where it is reasonable for You to make those repairs. Examples are: replacing a tow bar, replacing lights– this is not an exhaustive list and We will assess each claim on its own merits.
3. The Insured Incident must be reported to us within 48 hours of occurrence and must be subject to a claim under the Insured Person's own Caravan policy.
4. The Insured Person must abide by the Hire Firm's terms and conditions of hire at all times during the Hire Period.
5. The Insured Person must pay the insurance excess arising on any claim relating to the Substitute Caravan which arises during the Hire Period, or pay a collision damage waiver. Full details of this will be made available before hire commences.
6. We will select a Hire Firm for You, and arrange for them to supply a Substitute Caravan suitable for Your needs.
7. The Insured Person must agree to Our trying to recover the Caravan Hire Costs in his or her name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the Caravan Hire Costs in any claim for other losses being pursued in the name of the Insured Person.

General Conditions and Exclusions Continued

8. We can take over and conduct such a claim and/or proceedings in the Insured Person's name at any time.
9. We can negotiate any such claim on behalf of an Insured Person.
10. If a Substitute Caravan is unavailable and You receive a Monetary Payment. You will not be entitled to claim for the provision of a Substitute Caravan or any other benefit which this Policy may provide. The Monetary Payment will constitute the conclusion of Your claim, and You will not be entitled to make any further claim under this Policy whether arising from the same Insured Incident or not.
11. Any Caravan Hire Costs recovered in such a claim must be paid to Us or to Our order.
12. You must keep Us fully informed at all times of all matters relating to the Insured Incident and in particular must notify us immediately if an Insured Caravan which has been stolen is recovered, if You receive a cheque in settlement of the value of an Insured Caravan which has been Written Off, or if Your vehicle is repaired and returned to You following an incident that resulted in damage but where the vehicle was no Written Off.

Data Protection

We are registered with the Data Protection Commissioner as a 'data controller'.

By taking out an insurance policy with us, You agree to us collecting and using Your personal information. The information that We collect from You may be stored and processed in, and transferred to, any country outside the EEA in order for us to use the information in line with this policy. By providing Your information, You agree to this.

We cannot guarantee that any organisation outside the EEA will have adequate protection for personal information, but We will take all steps reasonably necessary to make sure that Your information is treated securely and in line with this policy.

Under the Data Protection Act 2001, You have the right to ask for a copy of the information We hold about You. The request has to be in writing and must be signed by You.

We will provide the information free of charge and as soon as possible.

We can give You details of all the systems and registers We use, and where We send personal information to, if You ask.

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 schedule 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
South Quay Plaza II
183 Marsh Wall
London
E14 9SR.
Phone: 0845 080 1800
Email: 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.

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.

For details of authorised firms visit the FCA website on www.fsa.gov.uk/register.

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.

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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.

