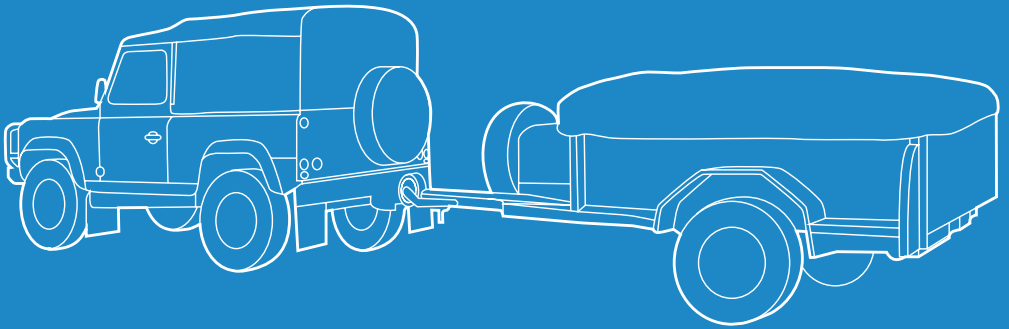


# Trailer Insurance Policy



TRINITY  
LANE

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# About your Insurance

This is your Trinity Lane Trailer 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.

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 occurs 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.

This document has been issued by Trinity Lane Insurance Company Limited under the authority granted by Malta Financial Services Authority (MFSA).

This schedule and any endorsements applying to this schedule form your Trailer Insurance Document.

# Definitions

The meaning of certain words or phrases in this Policy.

**You/Your** – means the individual whose name appears at the top of the Schedule of insurance. any family member residing at the proposer's address and any additional person named on the Schedule of insurance. If the policyholder is also a qualified driving instructor, this also means any person who is under the policyholder's tuition.

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

**The schedule** – The document showing the trailer we are insuring and the cover which applies.

**Your trailer, the trailer** – Any of the following types of trailer specified in the schedule, whilst situated at the address specified in the schedule.

Motorcycles

Quads

Go karts

Flat bed

General trailers

Car transporters

Horse

Live stock

Boat

Garden

Catering

Advertising

Other types of trailer that have been agreed by us

**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.

# Section A - The Trailer

## **This cover only applies to your Trailer**

We will insure your Trailer and its permanent fixtures and fittings, (less any excess that applies) against loss or damage while within the geographical limits of the United Kingdom, Channel Islands, Isle of Man and Northern Ireland.

Cover is also extended to include cover whilst visiting a country which is a member of the European Union, Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Vatican City. There is no limit on the number of trips in any period of insurance but we will only cover foreign use up to a maximum of 30 days during the policy year.

## **For a claim under this section we will either:**

- pay for the damage to be repaired; or
- 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 provided under the headings Repairs or Replacement as new) will be either:**

- the market value of your Trailer immediately before the loss; or
- the sum insured of your Trailer schedule whichever is less.

# 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, fire, theft, windstorm or flood loss or damage
- damage or loss caused during loading and unloading from ships other than drive-on and drive-off.

# Limitations

## Sum Insured

The sum is declared by you and should represent the full cost of the insured Trailer. 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 Trailer is more than the sum insured at the time of any loss or damage, then 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 Trailer, we will only pay one-third of the claim.

## Repairs

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

You may also arrange for reasonable and necessary repairs to be carried out to your Trailer, 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.)

## Replacement as new

If your Trailer is less than 3 years old from the date of manufacture, and it is totally lost, destroyed or the cost of repairing any loss or damage is more than the insured value, we will replace your Trailer with a new Trailer 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 Trailer.

## Financial Interest

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

## Third Party Liability

This Section extends to indemnify the Insured for:

All sums which the Insured shall become legally liable to pay for compensation for BODILY INJURY by ACCIDENT OR DISEASE, or DAMAGE TO PROPERTY of any person caused by or through or in connection with the Trailer insured hereunder.

Including also the legal liability of any friend or relative of the Insured who is using the Trailer with the Insured's permission, if not otherwise insured.

### **This Section does NOT indemnify the Insured against any liability:**

- a** for bodily injury by accident or disease to any person who at the time of sustaining such injury, is engaged in the Insured's service, or to any member of the Insured's family.
- b** for bodily injury by accident, disease or illness to any third party caused when the Trailer is being used in connection with the policyholder's business.
- c** for damage to property belonging to, or in the care, custody or control of the Insured.
- d** which has been assumed under contract and would not otherwise attached.
- e** whilst the Trailer is attached to any vehicle for the purposes of being towed.
- f** resulting from any accident caused by the Trailer or part thereof becoming detached from any towing vehicle.
- g** arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
- h** arising out of Road Traffic Acts.
- i** for injury or illness arising directly or indirectly from a dog which is designated dangerous under the Dangerous Dogs Act 1991.

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Underwriters, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim, or to prosecute in the Insured's name for their own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and the Insured shall, whenever possible, give all such information and assistance as Underwriters may require.

THE LIMIT OF INDEMNITY in respect of ALL claims under this Section SHALL NOT EXCEED £1,000,000 IN ANY ONE ACCIDENT or series of accidents arising out of any event, PLUS the costs and expenses incurred by the Insured with Underwriters' written consent in the defence of any such claim.

- a** If the claim is successfully resisted by the Insured the Underwriters will pay all costs, charges and expenses incurred by the Insured in connection therewith, up to but not exceeding the sum insured under this Section of the Certificate.
- b** If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Underwriters to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this section of the Certificate bears to the amount paid to dispose of the claim.



# General Conditions

**The following conditions apply to the whole of your insurance.**

## **Reasonable care**

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

When the trailer is laid up and out of use you must remove it from exposed sites such as rivers, the seaside and similar, with a view to minimising the risks of storm, tempest and flood.

You must let us examine your Trailer at any reasonable time.

## **Telling us about a change**

You must tell us, as soon as possible, about any change in the information given to us which is relevant to this insurance. If you don't, your insurance may not be valid or may not cover you fully. If you are not sure whether any information is relevant you should tell us anyway.

## **Claims**

When a claim or possible claim occurs, 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 an attempted theft. (Please ensure that you are given a crime reference number.)

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage occurring.

You must send us any claim, letter, writ or summons (without answering them) as soon as you receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without our prior written permission.

## **Our rights after a claim**

We can:

- take over, conduct, defend or settle any claim; and
- take proceedings, at our own expense and for our own benefit, to recover 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.

In the event of a claim, your annual premium must be paid in full to Adrian Flux Insurance Services. This includes payments by instalments or direct debits.

In the event that any premium or credit charge is outstanding when a claim is payable, we reserve the right to deduct such outstanding sums from the claim.

**Fraudulent claims**

If a claim is made which you or anyone on your behalf knows to be false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end without our returning your premium.

**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.

**Anti-Theft Device**

It is a condition of the policy that the trailer is fitted with a proprietary anti theft wheel clamp and/or hitch lock whenever it is left unattended. This condition is also to apply to the trailer whilst in storage at your main address or any other storage location. Failure to comply with this condition will render the theft coverage inoperable.

**Use of the Trailer**

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

- Let for hire or reward.
- Left unattended at any place other than the address on your policy.
- Being used by anyone who doesn't hold an appropriate driving licence to tow the type of trailer, unless the person using the trailer is under instruction by the policyholder, and the policyholder is a qualified driving instructor.
- Outside the limits of the United Kingdom, Channel Islands, Isle of Man and Northern Ireland, 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, Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Vatican City. There is no limit on the number of trips in any period of insurance but the number of days the Trailer is taken abroad must not exceed 30 days per year.

## **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 calculate the charge for the time you have been covered by your insurance (using our short-period rates) subject to us retaining the minimum premium which applies at the time.

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 adviser.

We may cancel this insurance 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 total loss claim occurs there will be no refund in premium.

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

### **Cancellation Rates**

One month	75%
Two months	70%
Three months	50%
Four months	40%
Six Months	30%
Eight Months	10%
More than 8 months	0%

### **Disagreement over amount of claim**

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

# General Exceptions

**These general exceptions apply to the whole insurance.**

**Your insurance does not cover the following.**

- a** 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.
- b** Any result of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, or military or usurped power.
- c** Any liability, loss or damage arising:
- from the use of any portable oil heating appliances;
  - where the Insured Trailer is being used for any catering or advertising purposes;
  - from the detention or confiscation of any insured property by the customs or any other authority;
  - from depreciation, wear and tear, mechanical or electrical failures or breakdowns;
  - from mildew, moth, vermin or any gradual cause;
  - from theft or any malicious act caused by you, your employees or any occupant or user of the insured Trailer; or
  - whilst your Trailer is let for hire or reward.
- d** Loss of use.
- e** Any liability, loss or damage if any of the terms and conditions of this insurance have not been met.
- f** Any liability for tuition use other than the when it is being provided by the policyholder, and the policyholder is a qualified driving instructor.
- g** Any accident, injury, loss damage and/or liability caused, sustained or incurred whilst the Trailer is:
- Let for hire and reward.
  - Left unattended at any place other than the address on your policy.
  - Being used by anyone who doesn't hold an appropriate driving licence to tow the type of trailer, unless the person using the trailer is under instruction by the policyholder, and the policyholder is a qualified driving instructor.
  - Outside the limits of the United Kingdom, Channel Islands, Isle of Man and Northern Ireland, 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, Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Vatican City. There is no limit on the number of trips in any period of insurance but the number of days the Trailer is taken abroad must not exceed 30 days per year.

**h** In respect of the trailer our liability for any loss or damage shall not exceed the respective sums insured stated in the schedule, nor shall it exceed such proportion of the said loss or damage as the said loss or damage as the said sum bears to the total value thereof.

## 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 (Trailer)**

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

**Endorsement number Z3 - Other interest**

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

# Data Protection Act

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.

If you have any questions, or if you would like more information about this notice, please contact:

Data Protection Officer  
Trinity Lane Insurance Company Limited  
The Landmark  
Level 1, Suite 2  
Triq L-Ijġun  
Qormi QRM 3800  
Malta.  
Phone: 00356 22 489 100  
Email: [info@artextrisk.com.mt](mailto:info@artextrisk.com.mt)  
Website: [www.trinitylane.co.uk](http://www.trinitylane.co.uk)

# Customer Care

## **Our promise to you.**

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  
The Landmark  
Level 1, Suite 2  
Triq L-Iljun  
Qormi QRM 3800  
Malta.  
Phone: 00356 22 489 100

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 Malta 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 3800, Malta.

# 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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