

## Welcome to Caravanners Legal Protection

As a Caravanners Legal Protection policyholder, you are now protected by Europe's leading legal expenses insurer. If your caravan is involved in an accident you need legal advice, or help with motoring emergencies, we are here to help you 24 hours a day, 365 days a year.

To make sure that you get the most from your Caravanners Legal Protection cover, please take time to read the policy which explains the contract between you and us. If you have any questions or would like more information, please contact your insurance adviser.

It will help you if you keep the following points in mind:

### After an accident

If you are involved in an accident while towing or occupying your caravan remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. If you think you have uninsured losses let us have this information as soon as you can by sending it to us at the address shown under the "How we help you" section.

If you are not sure what to do after an accident, call our EuroLaw Legal Advice Service or contact the Caravan Club claims department on 01708 385444.

### If your vehicle cannot be used

If your vehicle cannot be used after an accident while towing your caravan our Drivers' Assistance Service can arrange for a garage to tow it to a place you choose. You will have to pay the towing costs, so remember that most insurers only give cover for towing to a nearby repairer. However, if the accident was not your fault, we can usually recover the towing costs as part of your claim for uninsured losses.

## Helpline Services

We provide these services 24 hours a day, 7 days a week during the period of insurance.

- EuroLaw Personal Legal and Tax Advice Service
- Health and Medical Information Service
- Drivers' Assistance Service
- Counselling

*Please refer to your policy wording for full details of the helplines provided. To contact the above services, please phone the numbers shown over.*

### How we help you

Once we have accepted your claim, we aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing your caravan, your caravan insurance policy excess, compensation following injury, loss of use, loss of earnings or other out-of-pocket expenses.

We normally recover your uninsured losses through our Motor Claims Centre but sometimes we use appointed solicitors. Claims outside the UK may be dealt with by other DAS offices elsewhere in Europe.

### Send your claim to:

Motor Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly CF83 8DW.

### If you need any other help from us

You can phone us at any time on 0117 934 2111 for legal advice on any personal legal problem or for help with general motoring emergencies.

### When we cannot help

We will not be able to help you if we think there is little chance of recovering your uninsured losses. Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved.

### Problems

We will always try to give you a quality service. If you think we have let you down, please write to our Chief Executive Officer at Head Office and he will try to help.

If you are still not happy, you can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza II, 183 Marsh Wall, London E14 9SR. Or you can contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ.

(If you use these services, it does not affect your right to take legal action.)

### Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
Registered in England & Wales, number 103274.

## This is your Caravanners Legal Protection Policy

Your policy only covers you if you have paid your premium. We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- \* the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- \* any legal proceedings will be dealt with by a court or other body which we agree to in the **territorial limit**; and
- \* in civil claims it is always more likely than not an **insured person** will recover damages (or other legal remedy) or make a successful defence.

## The meaning of words in this policy

### We, us, our

DAS Legal Expenses Insurance Company Limited.

### You, your

The person who has taken out this policy.

### Insured person

**You**, and any passenger or driver who is in or on the motor vehicle attached to **your** caravan for towing or while stationary anyone occupying **your** caravan with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.

### Insured vehicle

The caravan specified in the caravan insurance policy issued with this policy. It also includes any motor vehicle attached to this caravan provided that such vehicle is not insured for equivalent cover under any other policy.

### Appointed lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for an **insured person** under Condition 2 of this policy.

### Legal costs

All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with **our** agreement.

### Territorial limit

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Morocco, Norway, Romania, San Marino, Serbia, Switzerland, Tunisia and Turkey (West of the Bosphorus).

### Period of insurance

The period for which we have agreed to cover **you** and for which **you** have paid the premium.

### Insured incident

An event which:

- causes damage to the **insured vehicle** or to personal property in it; or
- injures or kills an **insured person** while he or she is in or on the **insured vehicle**.

## What is covered

Following an **insured incident** we will negotiate to recover an **insured person's** uninsured losses and costs and will help in appealing or defending an appeal.

If an **appointed lawyer** is used, we will pay the **legal costs** for this. The most we will pay for all claims that arise from the same **insured incident**, is £100,000.

## What you are not covered for

- 1 Any claim reported to us more than 180 days after the date an **insured person** should have known about the **insured incident**.
- 2 Any **legal costs** that are incurred before we agree to pay them.
- 3 Any claim relating to a contract involving the **insured vehicle**.
- 4 The **insured vehicle** being towed by anyone who does not have valid motor insurance.
- 5 Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 6 Any disagreement with us that is not in Condition 7.
- 7 Any legal action an **insured person** takes which we or the **appointed lawyer** have not agreed to or where the **insured person** does anything that hinders us or the **appointed lawyer**.
- 8 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- 9 Apart from us, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

## Conditions

- 1 An **insured person** must:
  - (a) Keep to the terms and conditions of this policy.
  - (b) Take reasonable steps to keep any amount we have to pay as low as possible.
  - (c) Try to prevent anything happening that may cause a claim.
  - (d) Send everything we ask for, in writing.
  - (e) Give us full details of any claim as soon as possible and give us any information we need.
- 2 (a) We can take over and conduct, in the name of an **insured person**, any claim or legal proceedings at any time before an **appointed lawyer** is appointed. We can negotiate any claim on behalf of an **insured person**.
  - (b) If we agree to start legal proceedings, or if there is a conflict of interest, an **insured person** can choose an **appointed lawyer** by sending us the lawyer's name and address. We may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of **appointed lawyer** another lawyer can be appointed to decide the matter (see Condition 7).
  - (c) Before an **insured person** chooses a lawyer, we can appoint an **appointed lawyer**.
  - (d) An **appointed lawyer** will be appointed by us and represent an **insured person** according to our standard terms of appointment. The **appointed lawyer** must co-operate fully with us at all times.
  - (e) We will have direct contact with the **appointed lawyer**.
  - (f) An **insured person** must co-operate fully with us and with the **appointed lawyer** and must keep us up-to-date with the progress of the claim.
  - (g) An **insured person** must give the appointed lawyer any instructions that we ask for.
- 3 (a) An **insured person** must tell us if anyone offers to settle a claim.
  - (b) If an **insured person** does not accept a reasonable offer to settle a claim, we may refuse to pay further legal costs.
  - (c) An **insured person** must not negotiate or agree to settle a claim without our approval.
  - (d) We may decide to pay an **insured person** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
- 4 (a) If we ask, an **insured person** must tell the **appointed lawyer** to have legal costs taxed, assessed or audited.
  - (b) An **insured person** must take every step to recover legal costs that we have to pay and must pay us any legal costs that are recovered.
- 5 If an **appointed lawyer** refuses to continue acting for an **insured person**, or if an **insured person** dismisses an **appointed lawyer**, the cover we provide will end at once, unless we agree to appoint another **appointed lawyer**.
- 6 If an **insured person** stops a claim without our agreement, or does not give suitable instructions to an **appointed lawyer**, the cover we provide will end at once.
- 7 If we and an **insured person** disagree about the choice of **appointed lawyer**, or about the handling of a claim, we and the **insured person** can choose another lawyer to decide the matter. We must both agree to this in writing. If we cannot agree with the **insured person** about the choice of the second lawyer, we will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 We can cancel this policy at any time as long as we tell you at least 21 days beforehand. You can cancel this policy at any time as long as you tell us at least 21 days beforehand.
- 9 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 10 This policy will be governed by English law.



Chief Executive Officer

## HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom unless otherwise stated. To help us check and improve our service standards, we record all calls, other than for the **Health and Medical and Counselling services**.

When phoning, please quote policy no: TS03211288. **Please do not phone us to report a general insurance claim.**

### Eurolaw Personal Legal and Tax Advice Service

We will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway, or UK personal tax problem.

### Health and Medical Information Service

We will give an **insured person** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists.

**For the following assistance service only, you will be responsible for paying the costs for the help provided.**

### Drivers' Assistance Service

We will arrange help for an **insured person** if the **insured vehicle** cannot be driven because of an accident or breakdown in Europe. We will ask a contractor to help, but the **insured person** must pay the contractor's costs, including call-out charges.

**To obtain assistance from one of the helpline services listed above phone 0117 934 2111.**

### Counselling

We will provide an **insured person** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

**To contact the counselling helpline phone 0117 934 2121.**

**We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.**



## Caravanners Legal Protection Policy

Policy number: TS03211288

The Period of Insurance is as per your 5C's  
Caravan Insurance Policy.



ADVICE AND ASSISTANCE SERVICE  
Tel: 0117 934 2111  
Counselling  
Tel: 0117 934 2121

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