

Super Caravan Cover and Caravanners' Legal Protection (Optional)

2018

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Super Caravan Cover

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Super Caravan Cover

USEFUL TELEPHONE NUMBERS:

Caravan Cover Administration

01342 336610

Caravan Cover Claims

0345 300 4641

Introduction

Dear Member

It is a really exciting time for **Us** as a Club, as **We** are able to provide **Caravan Cover** that is fully backed by **Us** and I am sure **You** will be satisfied with the protection provided.

This booklet, together with the **Caravan Cover Schedule** and **Statement of Facts** forms the cover and should be kept for future reference. **You** must read these documents to make sure that **You** understand and comply with all the terms, conditions, and exclusions. Please check that the details shown on the **Caravan Cover Schedule** are correct and in the event that alteration is required please telephone **Us** on **01342 336610** or contact **insurance@camc.com**

We handle all aspects of **Caravan Cover**, including claims, documentation, alterations and general queries. A **Contribution** is made by members effecting **Caravan Cover** and this is then used to pay for agreed claims and other costs incurred with any resultant surplus being used for the benefit of members.

Accidents and losses will inevitably occur and all involved in the claims process, whether claims handlers, loss adjusters or inspecting engineers, aim to provide a fast, fair and friendly claims service. Details of the claims procedure can be found on page 17.

Finally, this booklet is written in plain English so that it is easy to understand, but if **You** have any questions about **Caravan Cover**, then please contact **Us**.

Yours sincerely,



Nick Lomas
Director General

About Caravan Cover

Caravan Cover is designed for members who wish to protect themselves by covering their **Caravan, Equipment** and **Contents** against loss or damage from a range of causes including **Accidental Damage**, fire, theft, vandalism, storm and flood. **We** do not provide advice on either the suitability of **Caravan Cover** or the levels of cover required and so it is important that **You** read the documentation to ensure that **You** are satisfied that **Caravan Cover** meets **Your** needs and expectations.

Cover Summary

Super Caravan Cover

This summary is to help **You** understand the protection that **Our Caravan Cover** provides. It explains the key features and benefits, together with details of **Cover Limits** and significant conditions and exclusions. **You** still need to read the rest of this booklet and **Your Caravan Cover Schedule**, including any endorsements, for full details of the terms, conditions and exclusions.

Caravan Cover includes loss of/ or damage to a **Caravan**, its **Equipment** and **Contents** arising from **Accidental Damage**, fire, theft, vandalism, storm and flood. Cover is provided whilst the **Caravan** is static or being towed.

The **Period of Cover** is as shown on the **Caravan Cover Schedule**.

Features and Benefits:	Cover Limits, Significant Conditions and Exclusions	Cover Sections Applicable
New-for-old cover for the Caravan and Equipment .	<p>Loss or damage up to the Cover Limit as shown in Your Caravan Cover Schedule less any voluntary or compulsory Excess New-for-old-cover only available for items less than 15-years old.</p> <p>Caravans over 5-years old must be serviced annually by a competent caravan workshop.</p> <p>Security Condition Failure to comply with this Security Condition means You will not be covered for claims for or in connection with the theft or attempted theft of the Caravan.</p> <p><i>It is a requirement of Caravan Cover that whenever the Caravan is left unhitched from a towing vehicle for a period exceeding 8-hours it is immobilised or protected against theft or unlawful removal by the use of one of the following: a hitchlock, wheel clamp, heavy duty chain or immobiliser or an alarm system</i></p>	<p>Section 1.</p> <p>Definitions</p> <p>General Conditions</p> <p>General Exclusions</p>
New-for-old cover for Contents .	<p>Loss or damage up to the Cover Limit as shown in Your Caravan Cover Schedule less any voluntary or compulsory Excess</p>	<p>Section 2.</p> <p>Definitions</p> <p>General Conditions</p> <p>General Exclusions</p>
Hotel and Caravan Hire Expenses.	<p>We may pay up to the following daily rates:</p> <p>for Caravan and Equipment values between</p> <ul style="list-style-type: none"> £5000 - £9000, daily rate = £150; £9500 - £13500, daily rate = £175; £14000 and above, daily rate = £225. <p>Cover is only effective whilst on holiday and for a maximum of 15 days.</p>	<p>Section 3.</p> <p>Definitions</p> <p>General Conditions</p> <p>General Exclusions</p>

Features and Benefits:	Cover Limits, Significant Conditions and Exclusions	Cover Sections Applicable
Miscellaneous Expenses: Vehicle hire, recovery costs and train fares	Benefit up to £3500 and Caravan Cover is only applicable when caravanning.	Section 4.
Liability and Personal Liability Cover.	The maximum amount We may pay is £5,000,000 Personal liability cover is only applicable when caravanning.	Section 5A & 5B. Definitions General Conditions
Personal Accident Cover.	Capital Benefit as shown on the Caravan Cover Schedule . Cover only operative when you are caravanning and limited to 165-days per Period of Cover . Excludes persons over 85-years of age. Death benefit limited to £2,000 for children under sixteen.	Section 6. Definitions General Conditions General Exclusions

Cancellation Rights – When You Buy or Renew Caravan Cover

If **You** feel that **Caravan Cover** does not meet **Your** needs **We** will refund **Your Contribution** in full, provided:

- no claims have been made under **Caravan Cover** and nothing has happened which might give rise to a claim
- **You** advise **Us** within 14-days of the start date of **Caravan Cover** or receipt of this documentation, whichever is later, with **Your** written cancellation instructions. If no such instructions are received cover will be effective for the **Period of Cover** specified in the **Caravan Cover Schedule**.

Further information about cancellation is shown on page 16.

Your Right to Complain

Every effort is made to provide the highest service standards but, on occasion, **You** may feel that **Our** service fails to meet the standard **You** expect. Should this occur then please contact **Us** as follows:

- Any complaint **You** have about **Your Caravan Cover** or about the administration of **Your** Cover to: Director General, Caravan and Motorhome Club, East Grinstead House, East Grinstead, West Sussex RH19 1UA. **Tel: 01342 326944 email: insurance@camc.com**
- Any complaint about the way a claim has been dealt with to: Customer Satisfaction Manager, Devitt Insurance Services Ltd, North House, St Edwards Way, Romford, Essex RM1 3PP. **Tel: 0345 300 4290 email: membercare@devittinsurance.com**

If **We** cannot settle **Your** complaint with **Us**, or it remains unresolved, **You** may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details of the FOS may be obtained by contacting them on 0800 02364567 or by visiting their website: <http://www.financial-ombudsman.org.uk/>

The existence of this complaints procedure does not prejudice **Your** right to take legal proceedings.

Definitions

Wherever the following words or phrases appear in this document, they will be shown in **bold** and have the following meanings unless otherwise shown

Accidental Damage	Damage that occurs suddenly as a result of an unexpected and non-deliberate external action that harms Your Caravan , its Contents or Equipment
Caravan/ Your Caravan	Caravan/ Trailer Tent/ Folding Caravan described in the Caravan Cover Schedule , complete with fixtures and fittings as supplied by the manufacturer and owned by You
Caravan Cover	The discretionary cover for Your Caravan , Contents and Equipment provided by Us in accordance with Our articles
Caravan Cover Schedule	The document showing details of Your Caravan , Cover Limits and Period of Cover
Claim Payment	<p>The amount We may agree to pay for any claim, taking into account Replacement Value, Market Value and Cover Limits. Settlement may be in money or at Our option by replacement, reinstatement or repair.</p> <p>If any improvements are made as a direct result of replacement or repair You may be asked to contribute towards the claim.</p>
Contents	Clothing, baggage, personal effects and general household goods including free standing microwave ovens, TVs, CD/ DVD players, pots & pans, knives and forks, sleeping bags, bedding, clothing, shoes, BBQs, garden chairs and tables and the like
Continent of Europe	Any country which is a member of the European Union (EU), Associated Countries (or western Europe) and all other countries West of the Urals.
Contribution	The amount that You must pay for Your Caravan Cover . Contributions must be up to date for You to be covered
Cover Limit(s)	The maximum amount that may be paid in the event of a claim
Equipment	Non-standard fixtures, fittings and accessories added to Your Caravan since manufacture including awnings, batteries, gas bottles, generators, motormovers, refrigerators, security devices, stabilisers and the like.
Excess	The amount You must pay towards each and every claim or occurrence
Liability/ Your Liability	An obligation in law to compensate a Third Party

Market Value	The cost of replacing Your Caravan, Equipment or Contents with items of similar type and age, less a deduction for wear, tear and/ or depreciation. For the Caravan the Market Value will be based on the latest information supplied by Glass's Guide Information Services.
Period of Cover	The period of time We give You Caravan Cover shown on Your Caravan Cover Schedule
Replacement Value	The cost of replacing Your Caravan, Equipment and Contents with new items of similar type
Security Condition	A specific condition which must be complied with. You will not be covered for claims for theft or attempted theft if the terms of the condition are not met. Please see page 9 for the Security Condition
Single Article Limit	The maximum amount We will pay for any one item (applicable to Section 2 – Contents only)
Statement of Facts	The information provided by You prior to the inception of Caravan Cover or when subsequently amended by You
Third Party	Someone other than You but not someone with whom You are contracted such as an employee.
United Kingdom	England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man
You/ Your	The person(s) named in the Caravan Cover Schedule
We/ Us/ Our	The Caravan Club Limited

Law Applicable

Unless specifically agreed by **You** and **Us** to the contrary, the laws of England and Wales will apply to this **Caravan Cover**.

Your Caravan Cover

Claims for the following are included in **Your Caravan Cover**

- Under Sections 1 and 2: claims for the loss of or damage to **Your Caravan**, its **Equipment** and **Contents** during the **Period of Cover** arising from **Accidental Damage**, Fire, Theft, Vandalism, Storm and Flood. Cover is provided whilst the **Caravan** is static or being towed.
- Under Section 3: claims towards the cost of caravan hire and hotel accommodation, to enable **You** to continue **Your** holiday.
- Under Section 4: claims for some of the costs involved in continuing **Your** holiday or returning home if **Your Caravan** or towing vehicle suffer an accident or breakdown or if the drivers in **Your** party become unable to drive due to illness or injury.
- Section 5A: claims to cover **Your Liability** to a **Third Party** arising from **Your** use or ownership of the **Caravan**. **You** should note that this cover only operates whilst the **Caravan** is unhitched and that **Liability** whilst **You** are towing the **Caravan**, or it is attached to **Your** car, should be provided by **Your** motor insurance. Section 5B provides personal **Liability** cover for the caravanning party.
- Section 6: claims for the financial benefits shown in the event of **You**, or anyone staying with **You**, sustaining bodily injury whilst away from home caravanning.

Territorial Limits

Cover is operative whilst the **Caravan** is being used:

(a) in the **United Kingdom**

(b) Temporarily on the **Continent of Europe** up to 182-days (including sea crossings) in any **Period of Cover**. For periods in excess of 182-days please contact **Us** for a quotation.

*The cost of repatriating the **Caravan** from a country outside of the **United Kingdom** is not covered and it is recommended that **You** arrange suitable cover for this under **Our** Red Pennant service or other suitable protection.*

Security Condition

Failure to comply with this **Security Condition** means **You** will not be covered for claims following the theft or attempted theft of the **Caravan**.

It is a requirement of cover that whenever the **Caravan** is left unhitched from a towing vehicle for a period exceeding 8-hours it is immobilised or protected against theft or unlawful removal by the use of one of the following: a hitchlock, wheel clamp, heavy duty chain or immobiliser or an alarm system.

Section 1: Caravan

What is Covered

The **Caravan** structure including the windows, fixtures and fittings as supplied by the manufacturer and **Equipment**.

Additional Benefits

1. If the **Caravan** is disabled following covered damage **We** may pay the following:
 - (a) Removing the **Caravan** to the nearest garage, repairer or place of safekeeping
 - (b) Storage charges whilst awaiting repair or disposal
 - (c) Redelivery to **Your** home address in the **United Kingdom** following repair, but only for incidents occurring within the **United Kingdom**
 - (d) If the **Caravan** remains towable, **Your** petrol or diesel expenses involved in towing to the nearest repairer and return following repair.
2. Damage to the towing ball and bracket of the towing vehicle but only where the **Caravan** is the direct and only cause of such damage. Damage to these items caused by the actions of a negligent **Third Party** will not be considered.
3. If the **Caravan** and/ or **Equipment** is lost, stolen or destroyed within 15 years of the date that they were first sold as new **We** may pay to replace the **Caravan** and/ or **Equipment** with new items of the same or similar manufacture and model or pay the cash equivalent at **Our** option. Settlement will take into account any available discount.
4. **We** cover the **Caravan** when it is on loan to **Your** family or friends, but not when it is used for hire or reward.

Limitations

Whilst the **Caravan** and/ or **Equipment** are less than 15 years old from the date that they were first sold as new they should be covered for the full **Replacement Value** at the commencement date of the **Period of Cover** and at all subsequent renewal dates. Any increase in replacement costs during the **Period of Cover** will be automatically covered. If the level of cover chosen by you is not sufficient at commencement date, or at a subsequent renewal date, any claim settlement will be restricted to the **Cover Limit** shown on the **Caravan Cover Schedule**.

Where the **Caravan** and/ or **Equipment** is more than 15 years old at the time of the loss any claims settlement will be based upon **Market Value** only.

When the **Caravan** becomes more than 5 years old it must be serviced annually by a competent caravan workshop for example an NCC approved workshop. The service should include gas and electrical safety checks, damp check, chassis and running gear including brakes. Failure to provide evidence of compliance with this requirement will result in any claims being settled on the basis of **Market Value**.

Exclusions

We do not cover:

1. Depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rot, water leakage or any gradually operating process.
2. Mechanical or electrical breakdown, failure or damage.
3. Damage to tyres, unless caused by an accident to the **Caravan**, or vandalism.
4. Theft or attempted theft of the **Caravan** if left unhitched from a towing vehicle for a period exceeding 8 hours, if it is not immobilised or protected against theft or unlawful removal by the use of one of the following: hitchlock, wheelclamp, heavy duty chain or immobiliser or an alarm system.
5. Any voluntary or compulsory **Excess** as specified on **Your Caravan Cover Schedule**. The **Excess** is applicable to each and every claim or occurrence.
6. Where a claim for damage results in the **Caravan** needing new parts or accessories which are found to be obsolete or unobtainable, the most **We** may pay will be the last known list price of the part or accessory required, together with the appropriate fitting charge.
7. Costs related to poor quality workmanship or materials. **You** are advised to collect **Your Caravan** personally following repairs to avoid subsequent disputes.
8. Any theft or loss arising from deception, or from the use of stolen, forged or invalid cheques/ drafts/ bank notes and the like.
9. Repatriation from any country outside of the **United Kingdom**.
10. Any loss arising out of the liquidation, insolvency or bankruptcy of a caravan dealer or agent.

Claims Settlement

If **We** agree a claim, **We** will at **Our** option either

- (a) pay the cost of repairing or replacing damaged parts of the **Caravan** and/ or **Equipment**
- (b) replace the **Caravan** and/ or **Equipment** if lost, stolen or damaged beyond economic repair
- (c) pay an amount equivalent to the value of any loss of or damage to the **Caravan** and/ or **Equipment**.

*The most **We** may pay for any claim is shown on **Your Caravan Cover Schedule** and the Cover Summary table on pages 4/5.*

Section 2: Contents

What is Covered

The **Contents** are only covered whilst contained within the Caravan.

The most **We** may pay is the **Replacement Value** of **Your Contents** at the date of the loss, subject to this not exceeding the **Contents Cover Limit** selected by **You** and/ or the **Single Article Limit** of 25% of the **Contents Cover Limit** as shown on **Your Caravan Cover Schedule**.

Additional Benefits

1. Camping and sporting equipment, **Contents** and dinghies or inflatables (not exceeding 14 feet in length and carried on a purpose-built trailer) are covered for the risks specified on page 7 whilst they are outside the **Caravan**, but only when **You** are caravanning away from home. The most **We** may pay under this extension is subject to the **Contents Cover Limit** or £1500 whichever is the lesser amount with a **Single Article Limit** of £250.
2. **We** may pay claims for **Your Contents** when on loan to **Your** family or friends, but **We** do not cover letting for hire or reward.

Limitations

Where items are more than 15 years old at the time of the loss any claims settlement will be based upon **Market Value** only.

Exclusions

We do not cover:

1. Jewellery, gold, silver, furs, cameras or photographic equipment, video cameras and accessories, mobile 'phones, computers and ancillary or associated equipment, cycles, cash, cheques or credit cards, business books or documents.
2. Any voluntary or compulsory **Excess** as specified on **Your Caravan Cover Schedule** unless a claim is also being made under Section 1 – Caravan.
3. Theft of **Contents** from awnings (except items covered under Section 2 – Contents, Additional Benefits).
4. Theft from the **Caravan** not involving forcible or violent entry or exit.
5. Depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rot, water leakage or any gradually operating process.
6. Mechanical or electrical breakdown, failure or damage.
7. Boats and ancillary equipment (except items covered under Section 2 – Contents, Additional Benefits).
8. Breakage of sports equipment when in use.
9. Repatriation from any country outside of the **United Kingdom**.

Claims Settlement

If **We** agree a claim, **We** will at **Our** option either:

- (a) pay the cost of repairs
- (b) replace the **Contents** if lost, stolen or damaged beyond economic repair
- (c) pay an amount equivalent to the value of any loss of or damage to the **Contents**.

*The most **We** may pay for any claim is shown on **Your Caravan Cover Schedule** and the Cover Summary table on pages 4/5*

Section 3: Hotel and Caravan Hire Expenses

What is Covered

If the **Caravan** becomes uninhabitable following an incident and **You** are away from home on holiday **We** may pay towards the cost of:

- (a) hotel accommodation and/ or
- (b) hire of another caravan to enable **You** to continue the holiday

or

If **You** decide instead to abandon the holiday, **We** may pay the cost of recovering the **Caravan Contents** to **Your** home address up to a maximum cost of £200.

Additional Benefits

We may also pay hotel or hire expenses specified in (a) and (b) above if the **Caravan** is damaged or stolen before **You** are due to depart on a holiday booked prior to the incident and a repair cannot be completed or a replacement obtained by the planned departure date.

Claims Settlement

The most **We** may pay per day is shown against **Your** selected cover in the Summary of Cover on page 3 of this booklet and is limited to actual expenses incurred, up to a maximum of 15-days.

*The most **We** may pay for any claim is shown on **Your Caravan Cover Schedule** and the Cover Summary table on pages 4/5*

Section 4: Miscellaneous Expenses

What is Covered

If **You** are on holiday with the **Caravan** in the **United Kingdom** and the towing vehicle and/ or **Caravan** suffers an accident or breakdown **We** may pay for the cost of:

- a) Removing the vehicle and/ or **Caravan** to the nearest repairer
- b) Hire charges for a similar vehicle and/ or **Caravan** to continue the planned trip, but in respect of the **Caravan** not exceeding the cover given under Section 3
- c) Storage charges whilst awaiting repair
- d) Rail fares for **You** and **Your** party to return home

- e) The cost of returning the vehicle and/ or **Caravan** to **Your** home address
- f) If the driver falls ill, and there is no other member of the party capable of driving **We** will pay the cost of d) and e) as defined above.

Exclusions

We do not cover:

1. Any claim which results from a wilful act by **You** or any member of **Your** party.
2. Any expenses following mechanical breakdown caused by lack of oil or water, or frost damage.
3. Any expenses which are covered by **Your** motor policy.
4. The cost of repairs to **Your** vehicle.
5. The cost of repairs to **Your Caravan**, unless indicated elsewhere in this documentation.
6. Any expenses following mechanical breakdown of the vehicle where the vehicle is more than 5 years old.
7. Any expenses following damage to tyres unless caused by an accident or vandalism.
8. Any expenses following accident, breakdown or illness occurring outside the **United Kingdom**.
9. Any expenses following illness, caused by a pre-existing condition.

*The most **We** may pay for any claim is shown on **Your Caravan Cover Schedule** and the Cover Summary table on pages 4/5*

Section 5a: Liability

What is Covered

We may pay all sums (up to the amount stated in the cover summary table on pages 3/4) which **You** become legally **Liable** to pay as compensation for death or injury to, or damage to the property of, any **Third Party** arising directly as a result of **Your** use, or ownership, of the **Caravan**.

We may also pay for:

- a) The **Liability** of friends or relatives, who may be using the **Caravan** with **Your** permission, which arises directly from their use of **Your Caravan**
- b) **Your** costs if **We** require **You** to contest a **Third Party** claim whether or not the case is successful, but **You** must not admit responsibility for any incident or, make any private arrangements or offer payments without first having **Our** written permission.

We retain the right to carry out all negotiations and take any action that may be necessary following a claim made by a **Third Party**.

Exclusions

We do not cover:

1. **Liability** to **Your** employees.
2. Damage to property belonging to or held in trust by **You** or under **Your** control.
3. Damage to property which belongs to or is in the custody or control of any person covered under this section of **Your Caravan Cover**.
4. **Liability** when the **Caravan** is attached to the towing vehicle or if it becomes detached when being towed. Please note that this cover should be provided by the insurer of the towing vehicle.

*The most **We** may pay for any claim is shown on **Your Caravan Cover Schedule** and the Cover Summary table on pages 4/5*

Section 5b: Personal Liability

What is Covered

We may pay **You** or any person travelling with **You** in **Your** car or **Caravan** up to the amount stated in the Summary of Cover that **You** or they may become legally **Liable** to pay in respect of claims arising from bodily injury or damage to property caused by an accident occurring whilst **You** are on a caravanning holiday.

Exclusions

We do not cover:

1. Any bodily injury or damage to property caused by **Your** ownership, occupation, possession, use or operation of:
 - a) any land or building;
 - b) any animal except dogs, cats and horses;
 - c) any mechanically propelled or horse drawn vehicle;
 - d) any aircraft, ship or craft except rowing boats without outboard motors, punts or canoes.
2. Any bodily injury or damage to property arising out of **Your** profession, occupation or business, or if **Liability** has been assumed under a contract.
3. Bodily injury to anyone who is working for **You**, or to a member of **Your** household or family.
4. Damage to property which belongs to, or is in **Your** custody or control, a member of **Your** household or family, or anyone who is working for **You**.
5. Anything arising out of food or drink.
6. Anything arising out of pollution of the air, water or soil.
7. Any incident arising from the organisation of any form of large scale entertainment where any entry fee is charged (small scale competitions staged for amusement will be covered).

*The most **We** may pay for any claim is shown on **Your Caravan Cover Schedule** and the Cover Summary table on pages 3/4*

Section 6: Personal Accident

What is Covered

If **You** are away from home on holiday with **Your Caravan**, and if there is an accident causing the death or disablement of **You** and/ or anyone staying with You in the same **Caravan**, **We** may pay the benefit shown below provided that death or disablement occurs within 12 calendar months of the accident and as a direct result of the accident. The benefit will be paid to the injured person, or to such person's legal representative.

Death	£50,000
Permanent Total Disablement	£50,000
Loss of sight of one or two eyes	£50,000
Complete loss of or loss of use of hand, arm, leg or foot	£50,000

Definitions

Complete loss of or loss of use of hand, arm, leg or foot shall mean the loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total irrecoverable loss of use of a hand, arm, leg or foot.

Permanent Total Disablement shall mean disablement which entirely prevents the assured from attending to his usual occupation and which lasts for a period of 12-months and at the end of that time is beyond hope of improvement.

Exclusions

We do not cover:

1. Death or injuries resulting from suicide or any attempted suicide.
2. Anyone under the influence of alcohol or drugs at the time of the incident causing death or bodily injury.
3. Anyone pursuing any hazardous activity such as skiing, pot-holing, mountaineering, skin diving or military service.
4. Anyone over the age of 85.

Limitations

- For children under sixteen, the benefit in the event of death is £2000.
- Cover is limited to 165-days in any one **Period of Cover**.
- The maximum sum payable is £50,000 to any one person.

General Conditions

These conditions apply to **Caravan Cover**:

Observance of Terms

1. The **Caravan** must not be used for business purposes.
2. The **Caravan** will be covered while **You** are attending social rallies, but not on road rallies.
3. **You** must act at all times as if **You** are not covered and attempt to keep all costs/ expenses in respect of any claim to a minimum.
4. Any incident likely to give rise to a claim should be notified in writing to the claims team as soon as reasonably possible.
5. **Your Contribution** must be up to date.
6. **You** must take reasonable care to provide complete and accurate answers to any questions **We** ask when **You** take out, make changes to, and renew your **Caravan Cover**, including the information provided by **You** on the **Statement of Facts**.
7. **You** must tell **Us** immediately about changes to the information set out in **Your Caravan Cover Schedule** or **Statement of Facts** as soon as reasonably possible.

Care of the Caravan

8. **You** must take all responsible steps to safeguard **Your Caravan, Equipment**, and **Contents** against loss or damage, maintain **Your Caravan** in a sound and roadworthy condition, and adhere to the **Security Condition** on page 7 of this booklet.

Other Cover on Your Caravan and Contents

9. If any loss, damage or **Liability** is covered elsewhere **We** shall not agree to pay more than **Our** rateable proportion.

Cancellation

10. In the event of the **Caravan** being stolen or declared a 'total loss' all cover will cease with effect from the date of the **Claim Payment**. No rebate will be payable for the remaining **Period of Cover**.
11. **We** reserve the right to cancel **Your Cover** at any time by giving **You** 7-days notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You** and will set out the reason for cancellation in **Our** letter.
If **We** do cancel **Your Cover** **We** will send **You** the part of **Your Contribution** not yet used.
12. If **You** wish to cancel **Caravan Cover** **You** must return this booklet with **Your** current **Caravan Cover Schedule** to **Us** giving 7-days' notice. Provided that no claims have been made on the **Caravan Cover** during the current **Period of Cover** and nothing has happened

which might give rise to a claim, **You** will be entitled to a refund of the unused **Contribution** less a £10.00 administration charge. Please note if **You** are paying the **Contribution** by instalments and have made a claim in the current **Period of Cover** **You** must continue paying the monthly instalments until the **Contribution** is paid in full.

13. **We** have the right to refuse to invite renewal of **Caravan Cover**, or to change the terms on which it is arranged.

General Exclusions

The following exclusions apply to **Caravan Cover**:

We Do Not Cover:

1. Any consequence of war, invasion, acts of foreign armies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or damage to property by or under the order of any government or public or local authority.
2. Any expense, legal **Liability** or any loss or damage to property directly or indirectly caused or contributed to by:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/ or nuclear force or contamination and/ or threat thereof, by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or to put the public, or any section of the public in fear.

However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

4. Riot and civil commotion or malicious acts (other than by fire or explosion) in the Republic of Ireland or Northern Ireland.
5. Loss or damage arising from pressure waves caused by aircraft and other aerial devices.
6. Any expense, legal **Liability** or any loss or damage to property directly or indirectly caused if **You** or anyone acting for **You** knowingly makes a fraudulent claim, as regards amount or otherwise. In this event **We** will not agree the claim and **We** may recover any money paid to **You** for the claim. **We** may also end **Your Caravan Cover** from the date of the fraudulent act, and if **We** do all claims made after that date will be refused and **We** will not return any part of **Your Contribution**.

Claims Procedure

*If the **Caravan** becomes damaged or **You** become aware of any event which may be covered under this **Caravan Cover**:*

You must:

1. Complete a claim form and send it as soon as reasonably possible to the Caravan Claims Team at:

Devitt Insurance Services Ltd. North House, St Edward's Way, Romford RM1 3PP
Telephone No. 0345 300 4641 Fax No. 0345 300 4722

You can download a claim form from

www.caravanclub.co.uk/insurance/caravan-insurance/caravan-insurance-documents/
and send the completed form to: **caravanclaims@devittinsurance.com**

2. Obtain at least one written repair estimate and forward to the claims team, with the claim form.
3. If the **Caravan** is seriously damaged and **You** are not able to tow it, arrange for it to be removed to the nearest garage/ repairer/ place of safekeeping and advise the claims team by completion of the claim form.
4. If the total cost of repairs is not expected to exceed £350 (labour, parts and VAT) **You** may arrange for the work to be carried out without prior approval. In this event, send the repair account with the completed claim form.
5. If the total cost of repairs is expected to exceed £350 (labour, parts and VAT) **We** reserve the right to ask **You** to obtain alternative estimates where the cost of repair is considered unreasonable.
6. **We** may pay for **Your** petrol or diesel expenses in towing the **Caravan** to the nearest repairer. If **You** wish to have the repairs carried out elsewhere e.g. the manufacturers or a preferred repairer, **We** may at **Our** discretion contribute towards **Your** expenses.
7. **You** should notify **Your** Motor Insurers of any incident involving a **Third Party** which occurs whilst **You** are towing.

Please note that, subject to the above limitations, the choice of repairers is **yours**.

If Your Caravan is stolen You must:

1. Notify the local police immediately.
2. Contact **Us** providing full details of the theft, police crime reference number, so the details can be recorded in **Our** Stolen Caravan Register.
3. Download and submit a theft claim form (please refer to the section above for more details).
4. List on the claim form, or a separate sheet of paper if necessary, all the items for which **You** are claiming. Do not forget to provide full details of any modifications to the **Caravan** and additional **Equipment** added since manufacture. Provide as many purchase receipts, or other documentary evidence as is possible, in support of the items for which **You** are claiming.

Should **You** be unlucky enough to need to claim, **We** will require substantiation of the loss. **We** therefore recommend that **You** retain receipts where possible, particularly for larger items, to assist in the substantiation of the claim. In addition, if **You** have a **Caravan** manufactured since 1992, **We** will require **You** to produce the **CRIS registration document** (where applicable) in the event of total loss of the **Caravan**. Never keep registration documents or receipts in the Caravan as it will make it easier for the thief to dispose of the **Caravan** if it is stolen.

Alterations to Cover

Any replacement **Caravan** will be automatically covered for the new value for a period of 14-days, from the time that **You** collect or take delivery of it, during which time the following procedure must be completed:-

Contact **Us** with details of the replacement **Caravan**, i.e. make, model, year and chassis/ CRIS number and cover requirements by telephoning **Us** on **01342 336610** or email insurance@camc.com quoting **Your** membership number and **Caravan Cover** number.

If **You** prefer to write to **Us**, please include **Your** current **Caravan Cover Schedule** with the information as shown above and send it to:

Insurance Services Admin, Caravan and Motorhome Club, East Grinstead House,
East Grinstead, West Sussex RH19 1UA. Email: insurance@camc.com

Additional Benefit

If **Your** new **Caravan** is to be collected/ delivered prior to the sale of **Your** present **Caravan**, both **Caravans** can be covered for 31-days to allow time for sale or disposal of the old **Caravan**. If this extension is required, please advise **Us** before the collection/ delivery date of the new **Caravan**.

What Will Happen

1. If a higher **Cover Limit** is required **You** will be required to pay the additional **Contribution** due to increase the cover until the renewal date of **Your Caravan Cover**. As soon as the additional **Contribution** is received an amended **Caravan Cover Schedule** will be sent to **You**.
2. If no additional **Contribution** is required, an amended **Caravan Cover Schedule** will be issued immediately.
3. If a lower **Cover Limit** is required then **We** will arrange for the appropriate refund of **Contribution** to be sent to **You** and issue an updated **Caravan Cover Schedule**.

No Claims Discount

If **You** do not make a claim during the **Period of Cover**, **We** will reduce **Your** renewal **Contribution** in line with the scale below:

Number of consecutive years without a claim	Discount
1 Year	20%
2 Years	25%
3 Years	30%
4 Years	35%

If a claim is made on the **Caravan Cover We** will reduce **Your** No Claims Discount as follows:

No Claims Discount earned	Discount at next renewal date:	
	1 claim	2 or more claims
20%	Nil	Nil
25%	Nil	Nil
30%	20%	Nil
35%	25%	Nil

Protected No Claims Discount

Please note Protected No Claims Discount is only operative if the required additional Contribution has been paid. Please refer to Your Caravan Cover Schedule for confirmation.

If **You** have the maximum No Claims Discount **You** can protect the discount against the reductions shown above by payment of an additional **Contribution**. **Your** No Claims Discount is protected as long as **You** do not make more than two claims in 4 continuous **Periods of Cover**.

If **You** make 3 or more claims during that period, **You** will lose your No Claims Discount and will not be able to purchase the protection until **Your** No Claims Discount entitlement returns to the maximum level.

Caravan Club Group Policy

We have arranged a Group Insurance Policy in **Our** name for the added protection of members with **Caravan Cover**.

The Policy has been arranged with Builders Direct S.A. so that **You** can be sure that a valid claim will be paid if **We** do not pay. The Policy also means that **You** may be able to take a complaint to the Financial Ombudsman Service and enjoy the protection of the Financial Services Compensation Scheme if Builders Direct cannot meet their obligations to **You**.

Should **You** wish to complain then please refer to the section headed “**Your** Right to Complain” on page 2.

Financial Services Compensation Scheme

Builders Direct SA is covered by the Financial Service Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. **You** can get more information about compensation scheme arrangements from the FSCS at www.fscs.org.uk

Caravanners' Legal Protection

This cover is optional and only applicable if the premium, which is shown on the Caravan Cover Schedule, has been paid

Caravanners' Legal Protection (optional)

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This section is only operative if the optional premium has been paid. Please refer to the Caravan Cover Schedule for confirmation.

Policy Summary

Caravanners' Legal Protection

This policy summary is to help **you** understand the insurance cover **your** policy provides. It details key features and benefits together with details of policy limits and significant exclusions. **You** still need to read the policy document for full details of the terms, conditions and exceptions;

Caravanners' Legal Protection is a legal expenses insurance contract which helps **you** to recover uninsured losses and costs from the person responsible following an accident involving **your** caravan.

The period of cover is for one year and the commencement date is shown on the **Caravan Cover Schedule**.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. The handling of **your** claim, via the motor claims centre is provided by DAS Law Limited on behalf of DAS.

Cancellation Rights – when you buy or renew this insurance

We hope **you** are happy with the cover Caravanner's Legal Protection provides. However, **you** can cancel this optional policy within 14-days of taking it out, or the start date of cover, whichever is later, and obtain a full refund of premium. **You** must notify the Club of this requirement. Further information about cancellation is shown on Page 33.

Your Right to Complain

Every effort is made to provide the highest service standards but, on occasion, **you** may feel that **our** service fails to meet the standard **you** expect. Should this occur then please contact **us** as follows:

- a) Any complaint **you** have regarding the way the insurance policy was sold to **you** or the administration of **your** policy:
 - In writing: Insurance Services, Caravan and Motorhome Club, East Grinstead House, East Grinstead, RH19 1UA
 - By telephone: 01342 326944
- b) Any complaint about the way a claim has been dealt with to: Customer Relations Dept. DAS Legal Expenses Insurance Co. Ltd. **DAS House, Quay Side, Temple Back, Bristol BS1 6NH**. Alternatively **you** can telephone **us** on **0344 893 9013** or email **us** at **customerrelations@das.co.uk**

If **you** cannot settle **your** complaint, or it remains unresolved, **you** may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details of the FOS may be obtained by contacting them on 0800 02364567 or by visiting their website: <http://www.financial-ombudsman.org.uk/>

You complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: **PO Box 6806, Wolverhampton WV1 9WJ**. **You** can also contact them by telephone on **0300 555 0333** or email them at **enquiries@legalombudsman.org.uk** Website: **www.legalombudsman.org.uk**

Using these services does not affect **your** right to take legal action.

How to Make a Claim

You must give DAS details of any claim as soon as possible. **Act quickly after an accident and call on 0345 604 4461 to report a claim**. If **you** are calling outside of the UK, please phone on **+44 29 2085 7205**.

The telephone line is available 24-hours a day, 7-days a week. The Claims Department is available 8am-8pm, Monday to Friday, 8am-5pm Saturday and 9am-5pm on bank holidays (excluding Christmas Day and New Year's Day). If **you** call outside these times **we** will take details of **your** claim and call **you** back.

Financial Services Compensation Scheme

DAS is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if DAS cannot meet its obligations. This will be dependent on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website, **www.fscs.org.uk**

Regulation

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, number 5417859. Website: **www.daslaw.co.uk**

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Law Applicable

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise the law of England and Wales applies.

Features and benefits:	Policy Limits and Significant Exclusions	Policy Sections Applicable
<p>Uninsured Loss Recovery and Personal Injury</p> <p>DAS (or if DAS agree it is necessary, external lawyers that they will appoint) will negotiate to recover uninsured losses and costs following an event which:</p> <p>(a) causes damage to your caravan (or vehicle whilst it is attached) or to personal property in it; or</p> <p>(b) injures or kills you or your passengers.</p>	<p>It must be more likely than not that the insured person will recover damages.</p> <p>External costs are limited to £100,000 and this includes opponents' costs.</p> <p>Costs incurred before DAS agrees to appoint a representative to help an insured person are excluded.</p> <p>Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help the insured person.</p> <p>Anyone claiming must be in your caravan (or vehicle whilst it is attached) with your permission when the damage and/or injury is caused.</p>	<p>Caravanners' Legal Protection. Page 29</p> <p>Page 29 (i)</p> <p>What we will not cover. Page 29 & Page 30, Exclusions Page 31 1(a)</p> <p>Page 26</p>
<p>24 Hour Telephone Helplines</p> <p>Eurolaw Legal Advice Advice on personal legal problems within UK and EU law.</p> <p>Tax Advice Personal taxation advice</p> <p>Health & Medical Information Service Provides help and information on health and fitness.</p> <p>Drivers Assistance Service We will arrange help if your vehicle cannot be used after an accident or breakdown whilst towing your caravan.</p> <p>Counselling Service The DAS qualified counsellors provide support in dealing with worrying problems.</p>	<p>Cannot be used to diagnose health problems.</p> <p>The contractor's charges are your responsibility.</p>	<p>HELPLINE SERVICES</p> <p>Page 28</p> <p>Page 28</p> <p>Page 28</p> <p>Page 28</p> <p>Page 28</p>
<p>Countries Covered For Legal Protection; UK, EU member states and other European countries, Morocco and Tunisia.</p>		<p>Definitions. Page 26-27</p>

Important Notice: Please note this policy only applies if you have paid the relevant premium. Please see the **Caravan Cover Schedule** to confirm that payment has been made and for the period of cover.

Caravanners' Legal Protection

This is your Caravanners' legal protection policy wording. It includes everything you need to know about **your** cover.

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 or **you** need legal advice, **we** are here to help **you** 24-hours a day, 365-days a year. To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**. If you have any questions or require further information please contact The Caravan and Motorhome Club.

Definitions

The following words have these meanings wherever they appear in this policy in **bold**:

Appointed representative	The preferred law firm , law firm or other suitably qualified person we will appoint to act on an insured person's behalf.
Costs and expenses	(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment . (b) The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.
Countries covered	The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey, Morocco and Tunisia
DAS Standard Terms	The terms and conditions (including the amount we will pay to an of Appointment appointed representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).
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, or anyone occupying your caravan with your permission. Anyone claiming under this policy must have your agreement to claim.

Insured vehicle	The caravan covered by the caravan insurance policy to which this policy attaches. It also includes any motor vehicle attached to the caravan provided that such vehicle is not insured for equivalent cover under any other policy.
Period of insurance	The period for which we have agreed to cover you . Please refer to schedule for effective dates
Preferred law firm	A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an insured person's claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .
Reasonable prospects	The prospects that an insured person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We , or a preferred law firm on our behalf, will assess whether there are reasonable prospects .
Uninsured losses	Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the caravan insurance to which this policy attaches.
We, us, our,	DAS Legal Expenses Insurance Company Limited.
You, Your	The person who has taken out this policy, (the policyholder).

The Cover

How We Can Help

If **you** are involved in an accident whilst towing or occupying **your** caravan which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our** Motor Claims Centre or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing **your** caravan, **your** caravan insurance policy excess, loss of use, loss of earnings, compensation following injury or other out-of-pocket expenses. Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

If the event of an accident, remember to write down as many details as possible including the names and addresses of anyone who may have seen the accident.

If you need to make a claim please quote policy number TS03211288.

Telephone **us** on **0345 604 4461** as soon as possible after **your** accident to speak with one of **our** dedicated customer claims handlers. If **you** are calling from outside of the UK, please phone us on **+44 29 2085 7205**.

If you need any other help from us

If **you** wish to speak to **our** legal teams about a legal problem related to motoring, please phone **us** on **0344 893 9027**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice. Please do not ask for help from a lawyer before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Additional Features

You will also have access to a range of useful Helpline Services. These are available 24-hours a day, 7-days a week during the period of insurance. All Helplines apply to the United Kingdom unless otherwise stated. With the exception of calls to the Counselling Service, all calls are recorded to allow **us** to check and improve **our** service standards.

Helpline Services

Eurolaw Personal Legal and Tax Advice Service Tel: 0344 893 0859

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, Isle of Man, Channel Islands, Switzerland and Norway, or UK personal Tax problem.

Health and Medical Information Service Tel: 0344 893 9027

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.

Drivers Assistance Service Tel: 0800 731 5123

We will arrange to help 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 contractors costs, including call out charges.

Counselling Service Tel: 0344 893 9012

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

Legal Protection Insurance

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. **the insured incident happens during the period of insurance**
3. **any legal proceedings will be dealt with by a court, or other body which we agree to, within the countries covered, and**
4. **the insured incident happens within the countries covered**

What We Will Pay

We will pay an **appointed representative**, on behalf of an **insured person**, **costs and expenses** incurred to recover **uninsured losses** after an event which causes:

- (a) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
- (b) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

Provided that:

- (i) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (ii) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- (iii) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (iv) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What We Will Not Pay

In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

Policy Exclusions

We will not pay for the following:

1. Late reported claims

A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2. Costs we have not agreed

Costs and expenses incurred before **our** acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.

4. Legal action we have not agreed

Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.

5. Contractual disputes

Any claim relating to a contract involving the **insured vehicle**.

6. Uninsured drivers

The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.

7. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

8. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

9. Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

10. Litigation in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Policy Conditions

1. An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. An insured person's responsibilities

- (a) An **insured person** must co-operate fully with **us** and the **appointed representative**.
- (b) An insured person must give the appointed representative any instructions that **we** ask them to.

3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as costs and expenses and payable to **us**.

4. Assessing and recovering costs

- (a) an **insured person** must instruct the **appointed representative** to have legal costs taxed, assessed or audited if we ask for this.
- (b) an **insured person** must take every step to recover costs and expenses that **we** have to pay
- (c) and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.

7. Expert opinion

We may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

You can cancel this policy by telling **us** within 14-days of taking it out or at any time afterwards as long as **you** tell **us** at least 14-days beforehand. After the initial 14-day period - no refund of premium will be due if the policy is cancelled. **We** can cancel this policy at any time as long as **we** tell **you** at least 14-days beforehand.

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

12. Claims under this policy by a third party

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 Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data Protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy. To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **we** may have to send information outside the European Economic Area. In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent. For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at our Head Office address: **DAS Legal Expenses Insurance Co. Ltd.**
DAS House, Quayside, Temple Back, Bristol. BS1 6NH

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