

# Caravanners' Legal Protection Policy



# Caravanners' Legal Protection

This insurance is optional and only applicable if the premium, which is shown on your Confirmation of Cover, has been paid.

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**Important Notice: Please note this policy only applies if you have paid the relevant premium.**

Please see your **Confirmation of Cover** to confirm that payment has been made and for the **period of insurance**.

## The meaning of words

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

<b>Appointed representative</b>	The <b>preferred law firm</b> , law firm or other suitably qualified person <b>we</b> will appoint to act on an <b>insured person's</b> behalf.
<b>Caravan</b>	The caravan, trailer tent, folding caravan or fifth wheel as described in <b>your Confirmation of Cover</b> , complete with fixtures and fittings as supplied by the manufacturer and owned by <b>you</b> , the Member.
<b>Confirmation of Cover</b>	The document showing details of <b>your caravan</b> , cover type, <b>amounts covered, excess</b> and cover period.
<b>Claims centre</b>	This centre carries out recovery, hire and repair services and deals with the administration of <b>your</b> claim.
<b>Costs and expenses</b>	(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by <b>us</b> in accordance with the <b>ARAG Standard Terms of Appointment</b> . (b) The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with <b>our</b> agreement.
<b>Countries covered</b>	The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Gibraltar, Herzegovina, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
<b>ARAG Standard Terms of Appointment</b>	The terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an <b>appointed representative</b> the amount is currently £100 per hour. This amount may vary from time to time.
<b>Date of occurrence</b>	The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>you</b> first became aware of it.)
<b>Insured person</b>	<b>You</b> , and any passenger or driver who is in the covered caravan with <b>your</b> permission. Anyone claiming under this policy must have <b>your</b> agreement to claim.
<b>Insured vehicle</b>	The caravan covered by the Caravan Cover to which this policy attaches.
<b>Period of insurance</b>	The period of time <b>you</b> have Caravan Cover shown on <b>your Confirmation of Cover</b> .

<b>Preferred law firm</b>	A law firm or barristers' chambers <b>we</b> choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an <b>insured person's</b> claim and must comply with <b>our</b> agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>ARAG Standard Terms of Appointment</b> .
<b>Reasonable prospects</b>	The prospects that an <b>insured person</b> will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. <b>We</b> , or a <b>preferred law firm</b> on <b>our</b> behalf, will assess whether there are <b>reasonable prospects</b> .
<b>Uninsured losses</b>	Losses which an <b>insured person</b> has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the Caravan Cover to which this policy attaches.
<b>We, us, our, ARAG</b>	<b>ARAG</b> Legal Expenses Insurance Company Ltd.
<b>You, your</b>	The person who has taken out this policy (the policyholder).

## Helpline Services

An **insured person** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve **our** service standards, **we** may record all calls.

When phoning, please tell **us** **your** policy number and advise **us** this policy was provided by **ARAG**.

### Legal Advice Service Call 0344 893 9027

**We** will provide an **insured person** with confidential legal advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

**Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.**

### Tax Advice Service Call 0344 893 9027

**We** will provide an **insured person** with confidential advice over the phone on personal tax matters in the UK.

**Tax advice is available 9am – 5pm, Monday to Friday, excluding public and bank holidays.**

**If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.**

### Health and Medical Information Service Call 0344 893 9027

**We** will provide an **insured person** with information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **insured person's** area, including local NHS dentists.

**Health and medical information is provided by a medically qualified person 9am – 5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.**

### Counselling Service Call 0344 893 9012

**We** will provide an **insured person** with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time education). This includes, where appropriate, referral to relevant voluntary and/or professional services. The **insured person** will pay any costs for using the services to which they are referred.

**This helpline is open 24 hours a day, seven days a week.**

**We** cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

## Welcome to ARAG

Thank **you** for purchasing this Caravanners' Legal Protection policy. If **you** are involved in a motor accident, require assistance in a contract dispute regarding the **insured vehicle**, or need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year.

**ARAG** Legal Expenses Insurance Company Ltd ('**ARAG**') is the underwriter and provides the legal protection insurance under your policy.

To make sure **you** get the most from your **ARAG** cover, please take time to read this policy which explains the contract between **you** and **us**.

### How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our claims centre** or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing the covered caravan, **your** Caravan Cover excess, 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.

**We** can assist **you** in a contract dispute relating to the **insured vehicle**.

### When you need to make a claim

Phone us on **0800 783 6066** as soon as possible after **your** accident to speak with one of **our** dedicated customer claims handlers. If **you** are calling outside of the UK, please phone **us** on **+44 29 2085 4069**.

If **you** are faced with a contract dispute, please phone **us** on **0344 893 9027**.

### If you need any other help from us

If **you** wish to speak to **our** legal teams about a personal legal problem, please phone **us** on **0344 893 9027**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** 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.

## About ARAG

### Registered Address:

**ARAG** Legal Expenses Insurance Company Ltd, Unit 4a, Greenway Court, Caerphilly, CF83 8DW.

**Registered in England and Wales, Company Number 103274,**

**Website: [www.arag.co.uk](http://www.arag.co.uk)**

**ARAG** Legal Expenses Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

### Financial services compensation scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org](http://www.fscs.org).



## Legal protection: our agreement

**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 **date of occurrence** of the insured incident is 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**
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 following an insured incident, provided that:

- a. 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.
- b. 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. The amount may vary from time to time.
- c. 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.
- d. 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 **ARAG Standard Terms of Appointment** and these will not be paid by **us**.

## Insured incidents

### 1 Uninsured loss recovery and personal injury

#### What is covered

**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 with the **insured vehicle**.

### 2 Contract disputes

#### What is covered

**Costs and expenses** incurred in respect of a dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for the:

- a. buying, selling or hiring of the **insured vehicle** or its spare parts or accessories
- b. service, repair or testing of the **insured vehicle**.

Provided that:

- i. **you** must have entered into the agreement or alleged agreement during the **period of insurance**, and
- ii. the amount in dispute must be more than £250 (including VAT).

#### What is not covered

The settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).

### 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 Uninsured drivers

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

### 6 A dispute with ARAG or the Caravan and Motorhome Club

A dispute with **us** or the Caravan and Motorhome Club not otherwise dealt with under policy condition 8.

### 7 Judicial review

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

### 8 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.

### 9 Litigant in person

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

## 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** 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** 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 **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the Appointed representative) is currently £100 per hour. The 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 **costs and expenses**.
- 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.

#### 4 Assessing and recovering costs

- a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** 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 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 about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk))

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

## 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. Provided no claims have been made within that period, the Caravan and Motorhome Club who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply. **You** may also cancel this policy at any time afterwards as long as you tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between **you** and the Caravan and Motorhome Club who sold **you** this policy, **you** may be entitled to a partial refund of the premium. It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the Caravan and Motorhome Club who sold **you** this policy. Please contact the Caravan and Motorhome Club directly for full details of charges.

## 11 Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/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.

## Privacy

When **you** purchase an **ARAG** product **we** will process personal information about **you** and anyone else whose details are provided to **us** to provide **you** with a service or a claim.

**We** process **your** personal information in accordance with **our** Privacy Notice. **You** can find **our** Privacy Notice online at [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy). Alternatively **you** can make a request for a printed copy to be sent to **you** by contacting [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk).

## How to make a complaint

**We** always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- telephone: **0344 8939 013**
- email: [customer-relations@arag.co.uk](mailto:customer-relations@arag.co.uk)
- **writing** to the Customer Relations Department, **ARAG** Legal Expenses Insurance Company Ltd, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.
- **or completing our online complaint form at [www.arag.co.uk/complaints](http://www.arag.co.uk/complaints)**

Further details of **our** internal complaint-handling procedures are available on request. If **you** are not happy with the complaint outcome or if **we**'ve been unable to respond to **your** complaint within 8 weeks, **you** may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

**You** can contact them by:

- **telephone: 0300 1239 123**
- **email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **writing** to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect **your** right to take legal action.





# Caravanners' Legal Protection Policy



## Terms of Business Agreement

### What financial services products does the Caravan and Motorhome Club offer?

We're an insurance intermediary who specialise in Caravanners' Legal Protection, Motorhome, Campervan, Car, Home, Breakdown Cover and Travel Insurance. (We also provide our own Discretionary Mutual Caravan Cover.) Our head office address is Caravan and Motorhome Club, East Grinstead House, East Grinstead, West Sussex, RH19 1UA.

We offer Caravanners' Legal Protection from ARAG Legal Expenses Insurance Company Ltd.

### Who regulates us?

Caravan and Motorhome Club is a trading name of The Caravan Club Limited, which is authorised and regulated by the Financial Conduct Authority (FCA).

Our Financial Services Register number is 311890 and you can check this on the Financial Services Register:

- By telephone: 0800 111 6768 or 0300 500 8082
- By visiting their website: [www.register.fca.org.uk](http://www.register.fca.org.uk)

### The service we will provide you with

Our services include arranging your policy. While we do not provide advice on the suitability of any products we provide, our aim is to ensure you are in a position to make an 'informed choice' before purchasing cover from us. Upon request, we will issue replacement documentation if needed.

### What will you have to pay us for our service?

When we sell Caravanners' Legal Protection, the Club receives commission from the insurer (ARAG Legal Expenses Insurance Company Ltd) which is a percentage of the premium.

### Your right to cancel

You may be able to cancel your policy within 14 days of the date you receive your policy documents, for further information please refer to the "Cancelling the Policy" section of the Caravanners' Legal Protection policy booklet.

### Premiums

The Club acts as agents for the insurer for the collection of premiums and payment of refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account and that any premium refund is treated as received by you when it is actually paid over to you.

### What do I do if I have a complaint about the Club's insurance services?

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. If you feel this has happened, please contact us:

- By telephone: 01342 336 610
- By email: [escalations@camc.com](mailto:escalations@camc.com).
- In writing: Insurance Services, The Caravan and Motorhome Club, East Grinstead House, East Grinstead, RH19 1UA

If we can't settle your complaint with us, you may be entitled to refer it to the **Financial Ombudsman Service (FOS)**. Further details may be obtained by contacting the FOS:

- By telephone: 0800 023 4567
- In writing: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
- By visiting their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Is the Club covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Service Compensation Scheme (FSCS). This means, you may be entitled to compensation from the scheme if we cannot meet our obligations relating to our insurance and credit activities. Further information about compensation scheme arrangements is available via the FSCS at: [www.fscs.org.uk](http://www.fscs.org.uk)