

Wotorhome/Campervan Insurance Policy

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# Welcome

#### To your Motorhome/Campervan Insurance Policy

#### Dear Member

Welcome and thank you for choosing to insure under the Club's Motorhome/Campervan Insurance scheme. Your insurance is arranged by Devitt Insurance Services Ltd (Devitt) and placed with the insurer shown on your policy documents. Please read your policy carefully and keep it in a safe place. If you find that your policy does not meet your needs, please contact Devitt's Motor Insurance Service Department immediately on 0345 300 4290.

We hope that you will not have cause to complain, but if you do, you will find details of the complaints procedures at the back of this booklet. This Motorhome/Campervan Insurance policy is underwritten by the Insurer/Underwriter named on your Schedule of Insurance.

#### Easy index

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#### Your policy

#### The contract of insurance

The policy is a contract between you and your insurer. You enter into a contract with them when you agree to take out the policy on the terms and conditions they have offered and to pay the premium. It is your responsibility to ensure that all persons insured are aware of the terms and conditions of the policy.

This policy booklet, the proposal form/ statement of fact, the policy schedule, the certificate of motor insurance, and any changes to your insurance policy contained in notices issued by us at renewal form your policy and should be read together.

In return for paying your premium, your insurer will provide the cover shown in your schedule under the terms and conditions of this policy booklet during the period of cover. Any changes agreed during the period of cover will be treated as a continuation of the contract of insurance.

The provision of insurance is conditional upon all persons who seek to benefit under this policy observing the terms, provisions, conditions and clauses of this policy.

### Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

For existing customers who pay annually or monthly, you enter into a new contract of insurance with the insurer commencing on the date when you agree to renew the policy and to pay the premium. The policyholder and permitted drivers will be covered for the period of insurance shown on the renewal schedule.

### Information and changes your insurer needs to know about

You must take reasonable care to provide complete and accurate answers to the questions asked when you take out, make changes to, and renew your policy.

Please tell Devitt Insurance Services Limited immediately to let us know if there are any changes to the information set out in the proposal form/Statement of Fact, certificate of motor insurance or on the policy schedule. In addition, please refer to General Condition 7 of your policy (Important Notice - Information and changes we need to know about) for details of specific changes you must tell us about.

If you are in any doubt, please contact **Devitt** on **0345 300 4290**. When your insurer is notified of a change, they will tell Devitt Insurance Services Limited if this affects your policy, for example whether they are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- Your insurer may cancel your policy refuse to pay any claim, or
- May revise the premium and/or change the compulsory excess, or

- May declare your policy void (treating your policy as if it had never existed), or
- The extent of the cover may be affected.

Where fraud is identified your insurer will:

- · Not return any premium paid by you.
- Pass details to fraud prevention and law enforcements agencies who may access and use this information.

#### How to read your policy

This policy must be read as a whole. The General Exceptions and General Conditions appearing on pages 15-16 apply to all sections of this policy.

#### Choice of law

The law of England and Wales will apply to this contract unless:

- 1) you and the Insurer agree otherwise; or
- 2) at the date of the contract you are a

resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

#### Customers with disabilities

This policy and other documentation are also available in large print, audio and Braille. If you require any of these formats please contact **Devitt Insurance Services Ltd** on **0345 300 4290**.

#### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be English.

#### **Definitions**

Wherever the following words or expressions appear in **your policy** or **schedule** in **bold**, they will have the meaning given here:

**Approved repairer:** A repairer nominated by the insurer/underwriter who has been selected for its adherence to strict standards of quality in its work and customer service.

Certificate of Motor Insurance: This document provides evidence that you have taken out the insurance needed by law. It identifies who can drive your Motorhome/Campervan and the purposes for which your Motorhome/Campervan can be used. It also says whether you have cover under 'Section 1 Liability to other people' while driving any other vehicle.

**Civil partner:** A relationship as defined in the Civil Partnership Act 2004 and Civil Partnership Regulations 2019.

Devitt Insurance Services Limited: The Club's Motorhome/Campervan Insurance policy is arranged by Devitt Insurance Services Limited, Insurance Brokers, authorised and regulated by the Financial Conduct Authority. Registered Office: The Walbrook Building, 25 Walbrook, London, EC4N 8AW.

**Excess:** The amount **you** must pay towards any claim, even if the incident is not **your** fault.

Market value: The cost of replacing your Motorhome/Campervan in the UK with one of the same make, model, specification, mileage, age and condition.

Medical/Motoring emergency: An unforeseeable incident relating to a medical or motoring emergency that interrupts a journey and leads to the insured driver being unable to drive your Motorhome/Campervan.

Motorhome/Campervan: Any Motorhome/Campervan insured under this policy and identified in the certificate of motor insurance.

In Section 2 Fire and Theft and Section 4 Damage to your Motorhome/Campervan, the term 'Motorhome/Campervan' also includes its accessories and spare parts, whether they are on or in the Motorhome/Campervan, or in **your** private garage.

**Period of cover:** The **period** of time covered by this **policy** as shown in the current **policy schedule** and any further period for which **your** insurer/underwriter agrees to insure **you**.

**Policy:** The policy booklet, **schedule** and **certificate of motor insurance**.

Road Traffic Acts: Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Schedule:** The document which identifies the policyholder and the insurer/ underwriter and sets out details of the cover **your policy** provides.

**Terms:** All terms, exceptions, conditions and limitations which apply to the **policy**.

**Trailer:** Any form of trailer, including caravans and trailer tents, which has been specially built to be towed by a **Motorhome/Campervan**.

**We/us/our:** The Insurer or Underwriter named in the **schedule**.

**You/your:** The person named as the policyholder in the **schedule**.

#### Your cover

If the cover you have chosen is:

**Comprehensive** – All sections of the policy wording apply.

Third party, fire and theft – Only sections 1, 2, Section 5 part 4 Clothing and personal belongings (in respect of claims involving fire or theft or attempted theft) and sections 6, 7, 8, 10, 11, 13 and 14 apply.

**Third party only** – Only sections 1, 6, 7, 8, 10 and 13 apply.

Any extra cover or **terms** that may apply are shown in **your schedule**.

### Section 1 Liability to other people

#### 1(a). Cover for you

We will cover you for your legal responsibility if you have an accident in your Motorhome/Campervan and:

- You kill or injure someone; or
- You damage their property.

This cover also applies to any accident involving a **trailer** or broken down motor vehicle which **you** are towing, so long as the towing is allowed by law and the motor vehicle or **trailer** is attached properly to the **Motorhome/ Campervan** by towing equipment made for this purpose. **We** will also cover **you** for any claim arising from an accident in connection with a **trailer** hired to, or owned by **you**, which is detached from **your Motorhome/Campervan**.

#### 1(b). Driving other vehicles

If your certificate of motor insurance says so, this **policy** provides the same

cover as '1(a) Cover for you' when you are driving any other vehicle as long as it is not a vehicle owned by **you** or hired to **you** under a hire purchase or leasing agreement or a vehicle which has been seized by, or on behalf of, any government or public authority.

This cover only applies if:

- You have the owner's permission to drive the vehicle and there is a current and valid policy of insurance in force for the vehicle being driven under this section;
- The vehicle is being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- You still have the insured Motorhome/ Campervan and it has not been damaged beyond cost-effective repair.

#### What is not covered

• Loss or damage to the vehicle driven under Driving other vehicles 1(b).

#### 2. Cover for other people

**We** will also provide the cover under Section 1a for:

- Anyone allowed by your certificate
  of motor insurance to drive your
  Motorhome/Campervan, as long as
  they are driving your Motorhome/
  Campervan with your permission;
- Anyone you allow to use but not drive your Motorhome/Campervan, for social, domestic or pleasure purposes;
- Anyone who is in or getting into or out of your Motorhome/Campervan;
- You or your husband's or wife's or civil partner's employer or business partner, as long as the Motorhome/ Campervan is not owned by or hired to that person and they are not using it for a purpose not permitted by the certificate of motor insurance; and
- The legal personal representative of any one covered under this section if that person dies.

#### 3. Legal costs

If any person has an accident that is covered under this policy, provided **we** agree before any costs are incurred, **we** will at our discretion pay either the legal costs and/or the expenses to defend that person at a coroner's inquest, fatal accident inquiry or a magistrate's court.

#### Our right to get back what we have paid

If, under the law of any country, **we** have to make a payment which **we** would not otherwise have paid under this **policy**, **you** must repay the amount of that payment.

#### **Exceptions to Section 1**

#### What is not covered

- We do not cover death or injury to anyone while they are working with or for the driver of the Motorhome/ Campervan except as set out in road traffic law
- We do not cover any loss where cover is provided by another insurance policy.

- We do not cover loss or damage to the Motorhome/Campervan, trailer or other property owned by, or in the care of, any person covered under this section.
- We do not cover liability for more than £20 million for damages to property and £5 million for legal expenses and costs for any claim or series of claims including any indirect loss or damage caused by one event.

## Section 2 Fire and theft

#### What is covered

If your Motorhome/Campervan is lost or damaged as a result of theft, attempted theft, fire, lightning, or explosion, we will:

- Pay to have the damage repaired; or
- Pay a cash amount representing the cost of the damage.

We will decide how we settle your claim.

#### What is not covered

- Any amount more than the market value of the Motorhome/Campervan at the time of the loss (less the excess), unless cover is provided under Section 11 New Motorhome/Campervan Cover.
- The excess shown in the schedule.
- Loss or damage to the Motorhome/
   Campervan where possession is gained by any form of deception or fraud.
- Losing money because you are deceived, or do not receive all the money you agree when you sell the Motorhome/Campervan.
- Loss or damage to your Motorhome/
  Campervan or caused to your
  Motorhome/Campervan by theft
  or attempted theft if you or anyone
  else has left it unlocked or with keys
  or keyless entry system in or on your
  Motorhome/Campervan, and/or
  any windows have not been
  properly closed.

- Loss to your Motorhome/Campervan
  where the keys and vehicle are given
  to a third party to sell on your behalf
  and you did not receive the money
  following the sale of the vehicle.
- Any amount over £500 for loss or damage to permanently fitted audio, television, telephone and electronic navigation equipment.
   If the equipment forms part of the Motorhome/Campervan specification and was fitted by the manufacturer or the manufacturer's approved dealer when new, the

#### Section 3

## Glass windscreen damage

What is covered

#### We will pay:

 To replace or repair broken glass in the windscreen or windows of your Motorhome/Campervan or any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

Claims under this section will not affect **your** No Claim Discount.

#### The most we will pay

If the repair or replacement is carried out by **our** recommended glass specialist, **we** will pay the full cost of each incident. If **you** choose not to use **our** recommended glass specialist, the most **we** will pay is £100 per incident.

We will not pay a sum greater than the market value of your Motorhome/
Campervan at the time of the claim under Section 3 Glass windscreen damage or the amount your Motorhome/
Campervan is insured for (less the excess), whichever is the lower figure.

#### What is not covered

 The excess shown in the schedule, unless the glass is repaired and not replaced.

#### **Important Note**

If you need to claim for damage to a plastic window you will need to claim under Section 4 – Damage to your Motorhome/Campervan.

#### **Section 4**

## Damage to your Motorhome/Campervan

#### What is covered

If your Motorhome/Campervan is lost or damaged, we will:

- · Pay to have the damage repaired; or
- Pay a cash amount representing the damage.

We will decide how we settle your claim.

#### What is not covered

 Any amount more than the market value of your Motorhome/Campervan at the time of the loss (less the excess), unless cover is provided under Section 11 New Motorhome/Campervan Cover.

- The excess shown in the schedule.
- Any amount over £500 for loss of or damage to permanently fitted audio, television, telephone and electronic navigation equipment.
   If the equipment forms part of the Motorhome/Campervan specification and was fitted by the manufacturer or the manufacturer's approved dealer when new, the amount of cover is unlimited.

### Driving in a medical or motoring emergency

You are covered for any accidental damage sustained to your Motorhome/
Campervan whilst being driven in the event of a medical or motoring emergency provided you or your spouse/ partner:

- Have given permission for the driver to drive your vehicle; and
- Are present in your Motorhome/ Campervan unless it is being driven directly to your home.

#### What is not covered

- The excess shown in the schedule.
- Damage to the Motorhome/ Campervan where the driver does not hold a full valid driving licence and valid third party insurance to drive the vehicle
- Any incident directly caused by or due to the effects of alcohol and/or drugs.
- Any incident where your Motorhome/ Campervan is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy.

#### Accidental misfuelling

If **you** accidentally put the wrong type or grade of fuel into the car's fuel tank, **we** will provide cover for:

- Any damage to the car's engine if it is proven that the damage is a direct result of the accidental misfuelling.
- The cost to drain the fuel tank and flush the cars fuel system.

#### What is not covered

The cost of any fuel drained from the tank or replacement fuel to refill the tank.

#### Uninsured driver promise

If you make a claim for an accident that isn't your fault, involving a vehicle that has to be legally insured for road use and the driver of the other vehicle that hits your Motorhome/ Campervan is uninsured, the no claim discount on this policy won't be affected and you will not need to pay an excess.

#### Information required

- The make, model, and registration number of the uninsured vehicle.
- The other driver's details, if possible.
- Details of any independent witnesses, if available.

You may temporarily lose your no claims discount until the cause of the accident is determined. But your discount will be reinstated once we know you aren't at fault. When you first make your claim, you may need to pay an excess.

However, once **we** have confirmed that the uninsured driver was at fault this will be paid back to **you**.

#### Vandalism promise

If you make a claim for damage to your vehicle that is a result of vandalism, which is damage caused by a malicious and deliberate act, you will not lose your no claim discount, subject to:

- The incident is reported to the police and a crime reference number obtained.
- The damage has not been caused by another vehicle.

Conditions which apply to Section 2 Fire and Theft, Section 3 Glass Windscreen Damage and Section 4 Damage to your Motorhome/Campervan

1. Hire purchase, leasing and other agreements

If we know that the Motorhome/
Campervan is owned by someone
other than you, we will settle any claim,

including the making of any payment, with the legal owner first, before making any payment to **you**.

#### 2. Parts which are not available

If any part or accessory is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus fitting costs).

#### 3. Removal and delivery

If your Motorhome/Campervan cannot be driven as a result of loss or damage covered under this policy, we will pay the cost of taking it to the nearest suitable repairer. We will also pay the cost of delivering the Motorhome/Campervan to you at the address shown in the schedule after it has been repaired. We may ask you to put your Motorhome/Campervan in safe storage, which we will find for you, before it is repaired, sold or taken for scrap. We will pay the cost of this storage.

#### 4. Repairs

If repairs to **your Motorhome/Campervan** are carried out by an **approved repairer**,

no estimate is required and work can start immediately. Alternatively, **you** can arrange for reasonable and necessary repairs to be started at a repairer of **your** choice without **our** permission, provided that a detailed repair estimate and full details of the incident are notified to **us** before the work commences.

#### Repair guarantee

We will provide a lifetime guarantee on repair quality carried out on your vehicle by an approved repairer as long as you continue to have your vehicle insured with us (without any breaks in cover) and the vehicle is maintained in a roadworthy condition. Repair quality means bodywork repairs, paint repairs and workmanship.

**We** reserve the right to repair, reinstate or replace **your Motorhome/Campervan** or any part thereof, or its accessories or spare parts.

#### Total loss of your Motorhome/ Campervan

If your Motorhome/Campervan is considered to be a total loss (if the

cost of repairs is greater than the market value of your Motorhome/
Campervan) we will offer you an amount as compensation. This insurance for your Motorhome/Campervan will end when you accept that compensation and the Motorhome/Campervan will then become our property.

All cover will end unless **we** agree differently. **We** will not refund any of **your** premium.

#### 6. Non-manufacturer parts

If your Motorhome/Campervan is three years old or more, we may decide to repair it with parts which have not been made by the Motorhome/ Campervan's manufacturer but are of a similar standard

Exceptions which apply to Section 2 Fire and Theft, Section 3 Glass Windscreen Damage and Section 4 Damage to your Motorhome/Campervan

#### What is not covered

- Loss or damage caused by wear and tear or loss of value or any loss or damage which happens gradually.
- Any part of a repair or replacement which improves your Motorhome/ Campervan beyond its condition before the loss or damage took place.
- Any mechanical, electrical or computer failure, breakdown or breakage.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- Deliberate damage caused by anyone insured under this policy.
- Loss of use or other loss that is not the direct result of the insured incident itself.
- Loss or damage to any trailer or motor vehicle, or their contents, being towed by your Motorhome/Campervan.

- Loss or damage to the Motorhome/
  Campervan if, at the time of the
  incident, it was being driven or used
  without your permission by someone
  in your family or who was living with
  you. This exception does not apply if
  the person driving is prosecuted for
  taking the Motorhome/Campervan
  without your permission.
- Damage arising from domestic animals, moth, vermin or infestation.
- Loss or damage if your Motorhome/
   Campervan is confiscated or destroyed by, or under the order of, any government or public or local authority.

#### **Section 5**

#### Extra cover

#### 1. Personal accident benefits

If you or your spouse or civil partner are accidentally injured while travelling in or getting into or out of any motor vehicle, and this injury alone results within three calendar months in:

- Death:
- Permanent loss of sight in
- One or both eyes; or
- Loss of one or more limbs.

**We** will pay the injured person or their legal representatives £15,000.

The most **we** will pay is £15,000 in total for any one period of insurance.

#### 2. Medical expenses

We will pay medical expenses of up to £500 for each person injured in your Motorhome/Campervan if it is involved in an accident.

#### What is not covered

- Any person, if at the time of an accident, you or your spouse or civil partner is convicted of driving under the influence of alcohol or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Any injury or death resulting from suicide or attempted suicide.

### 3. Overnight accommodation and travelling expenses

If, while **you** are away from home on a holiday, **your Motorhome/Campervan** becomes uninhabitable following an accident or loss covered under Section 4 of this policy 'Damage to your Motorhome/Campervan', **we** will pay up to a maximum amount of £1,500 towards:

- Costs for overnight accommodation within the vicinity of the accident or loss up to £150 per night; or
- The cost of standard class public transport for the driver and any passengers to travel from the vicinity of the accident to their home address.

NB: **You** will need to provide receipts in order to claim under this section and proof of a pre booked holiday.

#### What is not covered

- The cost of food and/or drinks.
- 4. Clothing and personal belongings

**We** will pay up to a total maximum amount of £5,000 for loss or damage

caused by accidental means, or fire, theft or attempted theft to:

- Personal belongings, electronic equipment (excluding permanent fixtures and fittings) and baggage inside your Motorhome/Campervan;
- Portable generators and gas bottles;
- An awning or toilet tent attached to or in the vicinity of your Motorhome/ Campervan and or other tent(s) attached or in the vicinity of your Motorhome/Campervan;

NB: Awnings fitted by the manufacturer or dealer and permanently attached to **your Motorhome/Campervan** are covered under Sections 2 Fire and Theft & 4 Damage to **your** Motorhome/ Campervan and are not limited to £1,500.

#### What is not covered

Any amount over £500 for any single item other than an awning, tent or toilet tent to which a combined limit of £1,500 applies.

Any amount over a total combined sum of £500 for electronic equipment.

This includes portable televisions, radios, electronic tablets, laptops, satellite receivers/decoders and satellite dishes/aerials.

Any loss of or damage to:

- Money, credit or debit cards, stamps, tickets, vouchers, documents, securities or goods and samples carried in connection with any trade or business;
- Property more specifically insured under any other policy; or

The first £50 of each claim for loss or damage.

#### Important note

The cover provided under this section '4 Clothing and personal belongings' is not 'New for old'. This means a deduction may be made for wear and tear.

#### **Section 6**

### Territorial limits and using your Motorhome/ Campervan abroad

#### 1. Territorial limits

This **policy** provides the cover described in **your schedule** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea journeys between these places.

The **policy** also provides the cover shown in the **schedule** in:

- Any country which is a member of the European Union; and
- Any country which has agreed to follow Article 8 of the EC Directive 2009/103/EC relating to Civil Liabilities arising from the use of motor vehicles.

The following table shows which countries the above applies to but is subject to change:

Andorra	Latvia
Austria	Liechtenstein
Belgium	Lithuania
Bosnia and Herzegovina	Luxembourg
Bulgaria	Malta
Croatia	Monaco
Cyprus - excluding the Turkish Republic of Northern Cyprus	Montenegro
Czech Republic	Netherlands
Denmark	Norway
Estonia	Poland
Finland	Portugal
France	Romania
Germany	Serbia
Greece	Slovakia
Hungary	Slovenia
Iceland	Spain
Ireland	Sweden
Italy - including San Marino and Vatican City	Switzerland

#### Subject to:

- Your Motorhome/Campervan
  being normally kept in Great Britain,
  Northern Ireland, the Channel Islands
  or the Isle of Man and not left abroad
  when you leave the country;
- Your Motorhome/Campervan being registered in the UK;
- Use of your Motorhome/Campervan for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature.
- Your Motorhome/Campervan will also be covered while being carried by a recognised carrier
  - between any countries to which the insurance applies; and
  - provided journey does not take longer than 65 hours under normal conditions.

#### 2. Customs duty

If you have to pay customs duty on your Motorhome/Campervan in any of the countries shown in Section 6 because of loss or damage covered under the policy, we will pay these costs for you.

#### **Section 7**

#### No claim discount

If you do not claim during the period of cover, we will increase your no claim discount at your next renewal in line with the scale we apply at the time.

If **you** make a claim during the insurance year, the no claim discount **you** earned will be reduced in accordance with our scale.

(**Devitt Insurance Services Limited** can tell you what the current scale(s) is/are.)

The following will not affect your No Claim Discount:

 Payments made under Section 3 Glass Windscreen Damage;

- Payments for emergency treatment fees; and
- Claims where you are not at fault, as long as we have got back all that we have paid from those who are responsible.

#### **Section 8**

## No claim discount protection

If you have paid to protect your no claim discount a reduction in the discount will not apply as a result of a claim under the policy, subject to the terms and conditions shown in the schedule.

NB. Please note the no claim discount protection does not protect the overall price of **your** insurance **policy**. The price of **your** insurance **policy** may increase following an incident even if **you** were not at fault.

#### Section 9

## Replacement car following a claim

Following a claim under Section 4 Damage to your Motorhome/
Campervan, if your Motorhome/
Campervan is repaired by our approved repairer, subject to availability they will provide you with a small courtesy car whilst your Motorhome/Campervan is being repaired. The replacement car is intended to keep you mobile during the course of repairs and is not intended to be a replacement for your Motorhome/Campervan.

Your policy will cover you to drive a replacement car supplied to you by an approved repairer following a claim under Section 4 Damage to your Motorhome/Campervan. This cover extends to all persons named in your certificate of motor insurance and is restricted to the use Limitations and Exclusions shown in your Certificate of Motor Insurance.

The cover provided in respect of a replacement car is subject to the **terms** described in **your policy** wording and **schedule**.

#### What is not covered

**You** will be responsible for the first £100 of any claim in respect of the replacement car under Section 4 Damage to your Motorhome/Campervan of this **policy**.

#### **Section 10**

### Caravan and Motorhome Club events

We will insure your Motorhome/ Campervan whilst being used for any rally or other event organised by the Caravan and Motorhome Club.

#### **Section 11**

#### New Motorhome/ Campervan cover

If your Motorhome/Campervan is less than 24 months old and you have been

the first and only registered keeper and legal owner, **we** will replace it with one of the same make and model if it has:

- · Been stolen and not found; or
- Damaged as a result of accidental damage, theft, attempted theft, fire, lightning, or explosion covered by the policy and the cost of repairing it will be more than 70% of the last United Kingdom list price as new (including taxes).

We can only do this if a replacement Motorhome/Campervan is available in the UK and anyone else who has an interest in the Motorhome/Campervan agrees.

If a suitable replacement Motorhome/ Campervan is not available, we will settle the claim by one of the methods shown in Section 4 Damage to your Motorhome/ Campervan.

If **we** settle a claim under this section, the lost or damaged **Motorhome/Campervan** becomes **our** property.

#### Section 12

#### Child seat cover

If you have a child seat fitted in your Motorhome/Campervan and your Motorhome/Campervan is involved in an accident or damaged following fire or theft, we will pay up to £250 towards the cost of a replacement even if there is no apparent damage.

This cover is subject to **you** making a claim under Section 2 or Section 4 of this policy.

#### Section 13

### Motorhome/Campervan service cover

Subject to the terms and conditions of this **policy** other than the limitations to use and driving restrictions, **we** will provide cover whilst **your Motorhome/ Campervan** is in the custody or control of:

 A motor garage or other similar business, that you do not own, which has your Motorhome/Campervan for the purpose of: maintenance; repair; testing; or servicing.

We will pay the excess if the loss or damage happens while your Motorhome/ Campervan is in the custody or control of a motor garage or other similar business as described above.

## Section 14 Replacement locks

We will pay up to £1,000 towards the cost of changing locks on your Motorhome/ Campervan if the keys, lock transmitter or entry card for a keyless entry system, are lost or stolen.

#### What is not covered

The first £100 of any claim.

## General exceptions which apply to all sections

You are not covered for any of the following:

 Who uses your Motorhome/ Campervan

Any injury, loss or damage which takes place while **your Motorhome/Campervan** is being:

- Driven or used by anyone not allowed to drive, or used for any purpose not allowed by the certificate of motor insurance: or
- Driven by someone who you are aware does not have a valid and current licence to drive your vehicle, or is not complying with the terms and conditions of the licence, or does not have the appropriate licence for the type of vehicle.
- NB: This exception does not apply if your Motorhome/Campervan is with a member of the motor trade for the purpose of maintenance or repair.

#### 2. Contracts

Any claim as a result of an agreement or contract unless **you** and **we** would have been responsible anyway.

#### 3. Radioactivity

Any loss or damage to property or any other loss, damage, additional expense or liability, unless **we** provide cover elsewhere under this insurance, caused or contributed to by:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

#### 4. War, terrorism, riot, civil unrest

Any loss or damage caused by:

 War, civil war, terrorism, rebellion or revolution or a similar event unless we have to provide cover under the Road Traffic Acts; or  Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### 5. Earthquake

Any loss or damage caused by earthquakes and the results of earthquakes.

#### 6. Use on airfields

Legal liability caused by using a **Motorhome/Campervan** on the part of any aerodrome, airport, airfield, or a military base where aircraft can go.

#### 7. Pollution

Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of cover.** 

## General conditions which apply to all sections

**You** must comply with following conditions to have the full protection of **your policy**.

If you do not comply with them we may at our option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment, or we may declare your policy void (treating your policy as if it had never existed).

#### 1. Your duty

We will only provide the cover set out in this **policy** if **you** keep to all the **Terms** of the **policy**.

#### 2. Accidents and losses

You must tell us as soon as reasonably possible of any incident which may lead to a claim under this policy. If you receive any notice of prosecution, inquest or fatal accident enquiry or you are sent a claim form, claim or letter, you must send it to us, unanswered, as soon as possible.

#### 3. Claims procedure

You must not admit liability for, or negotiate to settle, any claim without our written permission. We may take over, defend or settle any claim, or take up any claim in your name for our own benefit. You must give us all the information and help we need.

#### 4. Other insurance

If you have other insurance which covers the same loss, damage or liability, we will not pay more than our share of your claim. This does not apply to the Personal Accident benefit (see Section 5 Extra cover 1. Personal Accident benefits). This provision will not place any obligation on us to accept any liability under Section 1 – Liability to other people, which we would otherwise be entitled to exclude under Exceptions to Section 1.

#### 5. Taking care of your Motorhome/Campervan

#### You must:

 Make sure your Motorhome/ Campervan is roadworthy;

- Take all reasonable steps to protect your Motorhome/Campervan and its contents from loss or damage; and
- Allow us to examine your Motorhome/ Campervan at any reasonable time if we ask you.

#### 6. Motorhome/Campervan sharing

Your policy covers you for carrying passengers for social or similar purposes in return for payment. But it does not cover you if:

- Your Motorhome/Campervan is made or adapted to carry more than eight passengers;
- You are carrying the passengers as customers of a passenger-carrying business; or
- You are making a profit from the passengers' payments.

### 7. Important notice – Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions you are asked when you take out, make changes to, and renew **your** policy.

**You** must tell **Devitt** immediately to let **us** know about the following changes:

- A change to the people insured, or to be insured;
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured:
- Criminal convictions for any of the people insured, or to be insured;
- · Any vehicle modifications;
- Any change affecting ownership of the vehicle;
- Any change in the way that the vehicle is used;
- If you change your Motorhome/ Campervan;
- If you become aware of any medical or physical condition of any driver which may affect their ability to drive;

- If you change the address at which you normally keep your Motorhome/ Campervan; or
- If you change jobs.

If the information provided by **you** is not complete and accurate:

- Your insurer may cancel your policy and refuse to pay any claim, or
- Your insurer may not pay any claim in full, or
- Your insurer may revise the premium and/or change the compulsory excess, or
- Your insurer may declare your policy void (treating your policy as if it had never existed), or
- The extent of the cover may be affected.

Where fraud is identified your insurer will:

- Not return any premium paid by you;
- Pass details to fraud prevention and law enforcements agencies who may access and use this information.

#### 8. Fraud misrepresentation

If you or anyone representing you:

- Provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads us and/or
   Devitt to obtain cover, gain a cheaper premium or more favourable terms;
- Provides us and/or Devitt with false documents
- Makes a fraudulent payment by bank account and/or card;

**Your** insurer may do one of the following:

- Agree to amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- Reject a claim or reduce the amount of payment we make;

 Cancel or void your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation premium charge.

#### Where fraud is identified we will:

- Not return any premium paid by you.
- Recover from you any costs we've incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information.
   Other insurers may also access this information.

#### Claims fraud

If you or anyone representing you:

 Makes a claim or part of any claim that is fraudulent, false or exaggerated;

**Your** insurer may do one of the following:

- Reject the claim or reduce the amount of payment we make;
- Cancel your policy from the date of the fraudulent act and not return any premium paid;

- Recover from you any costs we've incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information.
   Other insurers may also access this information.

#### 9. Suspending your cover

**We** will not permit **you** to suspend **your** cover. This means **you** can't temporary stop **your** cover and reinstate at a later date.

#### 10. How to make a claim

**You** must report all accidents and losses as soon as possible.

You can call on 0345 604 4461 or write to Devitt Insurance Services Limited, Insurance Brokers, North House, St Edwards Way, Romford, Essex, RM1 3PP. Legal procedures now make it vital that you report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury.

Heavy financial fines may be imposed by the courts if these are not kept to. This may affect **your** insurer's ability to mount the best defence on **your** behalf. Delay can involve **your** insurer in higher costs which may go against **your** driving record.

#### 11. Data protection notice

Please refer to the Data Protection Notice provided by **your** insurer either in the Proposal Form/Statement of Fact or the **schedule**, which contains important information about the use of **your** personal details.

Please make sure that **you** read the Data Protection Notice carefully.

By taking out this insurance policy, **you** confirm that **your** personal information may be used in the way set out. As the terms of the Data Protection Notice will also apply to anyone else insured under **your policy**, **you** should also show the Data Protection Notice to anyone else whose name **you** give **us** in connection with **your policy**.

#### 12. Cancellation of your policy

### Cooling off period - Rights of cancellation

When you receive your policy, you have the 14 days in which to consider the cover provided. If the cover does not meet your needs, you have the right to cancel the policy and receive a refund, unless a total loss payment has been made under your policy. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

If you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated in proportion to the period for which you have received cover.

#### Cancelling outside the cooling period

After the 14 day statutory cooling-off period, **you** can still cancel this **policy** at any time. If **you** do so, **you** will be entitled

to a refund of the premium paid, provided that no claim has occurred in the current period of insurance. This will be calculated in proportion to the period for which **you** received cover. In addition a cancellation charge will be made by Devitt Insurance Services Limited as outlined in their Terms of Business.

To exercise **your** right to cancel, please call Devitt on 0345 300 4290 or write to Devitt Insurance Services Limited at: North House, St Edwards Way, Romford, Essex. RM1 3PP.

#### Our rights to cancel your insurance

Your insurer or **Devitt Insurance Services Limited** may cancel this **policy** by sending
7 days' notice to **your** last known address.
The reason for cancellation will be clearly
set out in the communication sent to **you**.
Valid reasons include the following:

 You don't pay the premium or an instalment when Devitt Insurance Services Limited have notified you that the outstanding amount is required by a specific date;

- You or anyone else covered by this insurance hasn't met the terms and conditions in this document of Motorhome/Campervan insurance including those shown on your schedule;
- You have not provided the requested documentation, e.g. proof of no claim bonus entitlement or membership number;
- A change in your circumstances means that we can no longer provide cover;
- We identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you're not entitled, see General conditions;
- You behave in a manner that makes
  it inappropriate for us or Devitt
  Insurance Services Limited to
  continue your insurance, e.g. if you
  harass or show abusive or threatening
  behaviour towards our staff;
- The circumstances of a new claim, or an incident we have become aware of means that we no longer wish to provide cover;

 As a result of a claim under this insurance you have not co-operated with our reasonable request for any documents and/or information;

The cancellation letter will be sent to **your** last known postal and/or email address and will confirm the reason for cancellation.

The insurance will end immediately the 7 days' notice runs out.

If we cancel the policy you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/ or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy an additional charge will be made (plus insurance Premium Tax where applicable) to cover our administrative costs.

If a claim has been made, **we** will cancel **your** cover and not refund any premium. If you're paying by instalments, **you** must still pay **Devitt Insurance Services Limited** the balance of the full annual premium.

#### 13. Parties to this contract

This contract is between **you** and **us**. No one else has any rights they can enforce under this contract except those they have under road traffic law.

## How to make a complaint

**Our** aim at all times is that **you** are provided with a first-class standard of service. However, there may be occasions when **you** feel that this objective has not been achieved. Should **you** have any query or complaint regarding this insurance, please contact:

**Devitt Insurance Services Limited** on 0345 300 4290.

If you prefer to write please write to:

Complaints Department Devitt Insurance Services Limited North House, St Edwards Way Romford Essex RM1 3PP

### Please always quote your reference number and/or policy number.

If after taking this course of action you are still dissatisfied, once you have had either a final response letter regarding your complaint or it is eight weeks since you raised your complaint (whichever is sooner), you then have the right of referral to the Financial Ombudsman Service (FOS). The address and telephone number is as follows:

Financial Ombudsman Service Exchange Tower, London E14 9SR

Tel: 0300 123 9 123 or 0800 023 4567

Email: complaint.info@financialombudsman. org.uk

Website at www.financial-ombudsman.org.uk

If your complaint is about your insurer, as denoted on the policy schedule, Devitt Insurance Services Limited will advise you how to contact them.

Regardless of whether your complaint was referred to Devitt Insurance Services Limited or your insurer, once you have had a final response letter regarding your complaint and you are still not satisfied, you then have the right of referral to the Financial Ombudsman Service (FOS) within six months of the date of your final response letter as detailed above.

Whilst **your** insurer and **Devitt Insurance Service Limited** are bound by the decision of the Financial Ombudsman Service, **you** are not.

Following the complaints procedure does not affect **your** right to take legal action.

#### Regulation and compensation

Your insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority or is subject to limited regulation, please refer to your Certificate of Motor Insurance/Schedule for full details. Devitt Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. You can check this on the Financial Services Register by visiting the FCA's website www.fscs.org.uk

Under the Financial Services
Compensation Scheme (FSCS), should
a company be unable to meet all its
liabilities to policyholders and customers,
compensation may be available,
depending on the type of insurance
and the circumstances of the claim.

**Your** insurer and **Devitt Insurance Services Limited** are members of the FSCS.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk

#### **Customer Service**

Calling from the UK **0345 300 4290**Calling from Abroad **+44 1708 385451** 

Weekdays 8:30am - 7.00pm Saturday 9.00am - 5.00pm

#### Claims

Calling from the UK **0345 604 4461**Calling from Abroad **+44 1784 655067** 

24 hours a day 365 days a year

#### Glass repair & replacement

Please refer to your Certificate of Motor Insurance or Schedule for details

Caravan and Motorhome Club Motorhome/Campervan Insurance is arranged by Devitt Insurance Services Limited, Insurance Brokers, authorised and regulated by the Financial Conduct Authority. Calls may be recorded.

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