Caravan Cover
Standard and Super

Caravanners'
Legal Protection Policy
(Optional)

CARAVAN AND MOTORHOME CLUB
SINCE 1907

Important change for covers starting on or after 1 January 2021

There has been a change to the Group Policy.

If you have taken out a new Caravan Cover, or renewed an existing cover, with a start date on or after **1 January 2021**, the following change to your Cover Wording applies:

Page	Section	What's Changed
24	Caravan Club Group Policy	The Group Insurance Policy is now provided by Accredited Insurance (Europe) Limited – UK Branch.

What does this mean?
If your cover start date is on or after 1 January 2021, Page 24 of your Cover Wording no longer applies and has been superseded by the wording below. (If your cover began, or was renewed, on or before 31 December 2020, the Group Policy provided by Builders Direct S.A. as shown in the Cover Wording still applies.)

Caravan Club Group Policy

The Caravan and Motorhome Club has arranged a Group Insurance Policy in its name for the added protection of members of the Club with Caravan Cover.

The Policy has been arranged with Accredited Insurance (Europe) Limited – UK Branch (Accredited). If a member makes a claim under their Caravan Cover with the Club, and the Club refuses the claim, or cannot pay it, or agrees to pay less than the amount claimed, the member can make a claim under the Policy. The Policy also means that a member may be able to take a complaint about the Policy to the Financial Ombudsman Service, and enjoy the protection of the Financial Services Compensation Scheme if Accredited cannot meet their obligations to the member.

A copy of the Group Insurance Policy can be obtained by calling the Club on 01342 336 706.

If a member wishes to complain about the Group Insurance Policy or the service from Accredited, the member can:

- Write to: Accredited, c/o Caravan Cover Group Policy Complaints, Caravan and Motorhome Club, East Grinstead House, East Grinstead,West Sussex RH19 1UA.
- Tel: 01342 326944 (9am to 5pm, Monday to Friday)
- Email: cover@camc.com

Financial Services Compensation Scheme

Accredited is covered by the Financial Service Compensation Scheme (FSCS). A member who has the benefit of the Group Insurance Policy may be entitled to compensation from the scheme if Accredited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. More information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

Accredited Insurance (Europe) Limited – UK Branch is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422. R&Q Insurance (Malta) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

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USEFUL TELEPHONE NUMBERS:

Caravan Cover Administration

01342 336610

Caravan Cover Claims

0345 300 4641

Welcome

I'm delighted that you have chosen the Club and our member-exclusive Caravan Cover to give you peace of mind. As a members' Club owned and run solely for our members' benefit we are able to provide this product, fully backed by us, offering cover based on our unique understanding of members' needs.

We oversee all aspects of Caravan Cover, including claims, documentation, alterations and general queries.

Prevention is always preferable, but unfortunately accidents and losses will inevitably happen. Our claims expertise and appointed claims handlers, loss adjusters and inspecting engineers are all focused on delivering a fast, fair and friendly claims service, details of which can be found on page 19.

I hope this provides you with the reassurance to enjoy many exciting adventures in the great outdoors.



Nick Lomas

Director General

Introduction

As well as providing full details of our Caravan Cover, this booklet also includes information about a Group Insurance Policy we have taken out for the benefit of our members with Caravan Cover. Further information about the Group Insurance Policy can be found on page 24.

The last part of this booklet is the policy for Caravanners' Legal Protection insurance provided by DAS Insurance Services Limited. Your Caravan Cover Schedule will show if you have chosen to take this insurance.

If you have any questions about Caravan Cover or the Group Insurance, then please do not hesitate to contact us.

Caravan Cover

About Caravan Cover

Caravan Cover is provided by The Caravan Club Limited. **We** collect **contributions** from members and use the **contributions** for the provision of services and other benefits to members.

We offer cover on a discretionary basis which means that **your** Executive Committee has sole and absolute discretion on deciding claims and may accept or reject claims in its discretion. It also means that the Executive Committee may, in its discretion, agree a claim which falls outside the terms of the **Caravan Cover**, or which may even be expressly excluded, if the circumstances warrant it. The discretionary cover **we** provide is not a contract of insurance, and The Caravan Club Limited is not regulated as an insurance company.

What is our Caravan Cover designed to include?

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, storm, flood and vandalism. **We** do not provide advice on either the suitability of **Caravan Cover** or the level 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.

The first part of this booklet, together with the relevant parts of **your Caravan Cover Schedule** and **Statement of Facts**, forms **your Caravan Cover** and should be kept for future reference. Please check that the details shown on **your Caravan Cover Schedule** are correct and call us on 01342 336610 or email cover@camc.com if **you** need to make any changes.

Don't forget to:

- Register **your caravan** with CRiS, the industry's registration scheme.
- Keep **your** CRiS and service documents somewhere safe and not in **your caravan**.
- Maintain all **your** receipts for **your** covered **equipment**, **contents** and any expenses **you** might want to claim for.

Helpful information

There are many ways to protect against incidents like detachments or snaking and to prevent claims. **We've** put together lots of helpful advice that can be found at www.camc.com/advice, but please do contact **us** on technical@camc.com or 01342 336611 (9am to 5pm, Mon to Fri) if **you** have any questions.

Cancellation rights on 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 **your Caravan Cover** documentation, whichever is later.

If no such instructions are received **your Caravan Cover** will be effective for the **period of cover** specified in the **Caravan Cover Schedule**.

Provided that no claims have been made on **your Caravan Cover** during the current **period of cover** and nothing has happened which might give rise to a claim, **you** can cancel **your Caravan Cover** at any time after the first 14 days and be entitled to a refund of **your** unused **contribution** less a £25 administration charge. Please note if **you** are paying the **contribution** by instalments and have made a claim in the current **period of cover** the full **contribution** must be paid. **You** can settle the balance with the club or continue paying the monthly instalments until the annual **contribution** is paid in full.

We reserve the right to cancel **your Caravan Cover** at any time by giving **you** seven days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest postal or email address **we** have for **you** and will set out the reason for cancellation in **our** letter. If **we** do cancel **your Caravan Cover we** will send **you** the part of **your contribution** not yet used, provided no claims have been made.

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

In the event of the **caravan** being stolen or damaged beyond economic repair all cover will cease with effect from the date of the claim payment. No refund will be given for the remaining **period of cover**.

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:

- Post: Caravan Cover Complaints, Caravan and Motorhome Club, East Grinstead House, East Grinstead, West Sussex RH19 1UA.
- Tel: 01342 326944 (9am to 5pm, Mon to Fri).
- Email: cover@camc.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 0234 567 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 the **Caravan Cover** section of this booklet, they will be shown in **bold** and have the following meanings.

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**
Caravan Cover Schedule	The document showing details of **your caravan**, cover type (Standard or Super), cover limits, **excess** and **period of cover**
Contents	Clothing, baggage, general household goods including free standing microwave ovens, TVs, CD/ DVD players, pots & pans, cutlery, sleeping bags, bedding, clothing, shoes, BBQs, garden chairs and tables
Continent of Europe	Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, The Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy including the Vatican City, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Ural Mountains), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine and United Kingdom
Contribution(s)	The amount that **you** must pay for **your Caravan Cover**
Cover Limit	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 and stabilisers
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 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 below for the **security condition**. Depending on individual requirements, an additional endorsement may be put on the cover, and shown on **your Caravan Cover Schedule**
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, the Channel Islands and the Isle of Man
You/Your	The person(s) named in the **Caravan Cover Schedule** and, for Personal Liability cover (Section 5 – Personal Liability), any person travelling with **you**
We/ Us/ Our	The Caravan Club Limited trading as the Caravan and Motorhome Club

Law applicable

Unless both parties agree otherwise, English law will apply, but this choice of law does not restrict **your** rights under mandatory provisions of the law of the country where **you** permanently live.

Territorial limits

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

- In the **United Kingdom**.
- 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 to arrange cover.

The cost of repatriating the **caravan** from a country outside the **United Kingdom** is not included in **our Caravan Cover** and it is recommended that **you** arrange suitable protection for this, for instance through **our** Red Pennant service.

Security condition

It is a requirement of cover that whenever the **caravan** is left unhitched from a towing vehicle it is immobilised or protected against theft or unlawful removal by the use of one of the following: a hitch-lock, wheel lock, wheel-clamp, heavy duty chain with an anchor point and lock, an alarm system which is triggered by external sensors of movement or unlawful removal, or immobiliser. **You** may also have to adhere to enhanced security requirements if an endorsement is listed on **your Caravan Cover Schedule**. This may be as a condition of cover or in exchange for a reduction in contribution. (This does not apply when **your caravan** is in for a service as long as it is stored in a secure compound.)

Failure to comply with this **security condition** or additional security endorsements shown on your **Caravan Cover Schedule** means **you** will not be covered for claims following the theft or attempted theft of the **caravan**.

Section 1: Caravan

This Section of cover applies to **your caravan** when it is being used by **you** or on loan to **your** family or friends, but not if it is let for hire or monetary reward.

What is covered

The **caravan** structure including the windows, fixtures and fittings as supplied by the manufacturer and **equipment** suffering loss or damage during the **period of cover** arising from **accidental damage**, fire, theft, vandalism, storm or flood.

Additional cover

1. If the **caravan** is disabled following covered damage **we** may pay the following:
   a. the cost of moving the **caravan** to the nearest garage, repairer or place of safekeeping
   b. storage charges while awaiting repair or disposal
   c. the cost of delivering the **caravan** back 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** fuel 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 damaged beyond economic repair within 5 years of the date that they were first sold as new for Standard Cover, or 15 years for Super Cover, **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.

Limitations

To have the full benefit of cover for **your caravan**, while the **caravan** and/or **equipment** are less than 5 years old (if **you** have Standard Cover) or 15 years old (if **you** have Super Cover) 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 the commencement date of **your Caravan Cover**, or at a subsequent renewal date, any claim settlement will be restricted to the **cover limit** shown on the **Caravan Cover Schedule**.

If, at the time of loss, the **caravan** and/or **equipment** are over 5 years old (if **you** have Standard Cover) or 15 years old (if **you** have Super Cover), any claims settlement will be based upon **market value** only.

Super Cover only

When the **caravan** becomes more than 5 years old it must be serviced annually by a competent **caravan** workshop, for example, a member of the Approved Workshop Scheme (www.approvedworkshops.co.uk). The service should cover both the roadworthiness of the **caravan** (e.g., chassis and running gear including, but not limited to, brakes, road-lights, tyres) and the habitation aspects (including, but not limited to, gas and electrical systems, water system, functional safety checks on appliances and a damp check). If **you** are unable to provide evidence of an annual service for each year after the **caravan** became five years old, (regardless of when **you** purchased the **caravan**) **we** may only agree to pay the **market value**.

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. Window delamination (which is the separation of the front and rear panels of the window) unless **your caravan** has obvious signs of impact damage, is less than 5 years old and the delamination is not covered under any warranty or service agreement.
3. Cracks to windows or panels unless this has been caused by **accidental damage**, fire, theft, vandalism, storm or flood.
4. Damage from flood if at the time of taking out the **Caravan Cover** the storage location of the **caravan** was subject to a flood warning or flood alert issued by a government agency.
5. Replacement of the **caravan** or equipment where the parts are found to be unobtainable (for example because they are no longer manufactured). In this case **we** will pay the last known price of the parts plus the appropriate fitting charge.
6. Mechanical or electrical breakdown, failure or damage.
7. Damage to tyres, unless caused by **accidental damage** to the **caravan** or vandalism.
8. Theft or attempted theft of the **caravan** while unhitched from a towing vehicle, if it is not immobilised or protected against theft or unlawful removal by the use of one of the following: a hitch-lock, wheel lock, wheel-clamp, heavy duty chain with an anchor point and lock, an alarm system which is triggered by external sensors of movement, or immobiliser.
9. The first £50 of any claim on a Standard Cover or any voluntary and compulsory excess as specified on your **Caravan Cover Schedule**. The excess is applicable to each and every incident giving rise to loss or damage leading to a claim.

10. Costs related to poor quality workmanship or materials. **You** are advised to collect **your caravan** personally following repairs to avoid subsequent disputes.
11. Any financial loss, loss of use, or loss of enjoyment, that may arise because of delays such as those caused by the repairer or manufacturer, including if incorrect or broken parts are dispatched.
12. Any theft or loss arising from deception, or from the use of stolen, forged or invalid cheques/ drafts/ bank notes and the like.
13. Repatriation from any country outside the **United Kingdom**.
14. Any loss arising out of the liquidation, insolvency or bankruptcy of a **caravan** dealer or agent.

Claims settlement

1. 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**. Please note, if part of a set or matching part is undamaged or not lost, **we** will only consider the costs related to the lost or damaged part
    b. replace the **caravan** and/or **equipment** if lost, stolen or damaged beyond economic repair. A **caravan** is economically repairable if the cost of repair does not exceed the market value of your **caravan** at the time of the loss'
    c. pay an amount equivalent to the value of any loss of or damage to the **caravan** and/or **equipment**. If repair is uneconomical and **your** cover is on a a new-for-old **replacement value** basis **you** will have the option of a cash settlement, but this will be based on the **market value** of those items only, or
    d. settle the claim with a voucher to use at one of **our** preferred suppliers.
2. If a claim for damage results in the **caravan** and/or **equipment** needing new parts or accessories that **we** are unable to obtain, the most **we** may pay will be the last known list price of the part or accessory required, together with an appropriate fitting charge. This will also apply when calculating whether repair is economical. **We** do not replace the **caravan** in circumstances where the **caravan** was economically repairable but cannot be repaired due to unavailable parts.
3. If any improvements are made as a direct result of replacement or repair **you** may be required to contribute towards the claim in addition to the **excess**.
4. In the event of the **caravan** being damaged beyond economic repair, if **you** pay on a monthly basis, **we** will ask for any remaining contribution to be paid before settling the claim.

Section 2: Contents

This Section of cover applies to **your contents** when **your caravan** is being used by **you** and when it is on loan to **your** family or friends, but not if it is let for hire or monetary reward.

What is covered

Contents within the caravan

Claims for the loss of or damage to **contents** arising from **accidental damage**, fire, theft, vandalism, storm and flood. Cover is provided while while the **caravan** is either static in storage, on site or is being towed, and the contents are contained within the locked **caravan**.

A single article limit of 25% of the total **contents cover limit** will apply, meaning that no payment for any one item will exceed this amount.

For Standard Cover only

The most **we** may pay is **market value** for **your contents** at the date of the loss, subject to this not exceeding the **contents cover limit** selected by **you** and shown on **your Caravan Cover Schedule**.

For Super Cover only

The most **we** may pay is the **replacement value** on items up to 15 years of age at the time of loss and **market value** on items over 15 years for **your contents** at the date of the loss, subject to this not exceeding the **contents cover limit** selected by **you** and shown on **your Caravan Cover Schedule**.

Contents whilst outside the caravan

Claims for the loss of or damage to **contents** arising from **accidental damage**, fire, theft, vandalism, storm and flood. Cover is provided while the **contents** are outside the **caravan**, while **you** are caravanning away from home.

For Standard Cover only

The most **we** may pay is £150 for any one item, and in total the **contents cover limit** of £750 whichever is the lesser amount where multiple items are involved.

For Super Cover only

The most **we** may pay is £250 for any one item, and in total the **contents cover limit** of £1500 whichever is the lesser amount where multiple items are involved. Sporting equipment is also covered, including dinghies and inflatables as long as they do not exceed 14 feet in length and are not carried on a purpose-built trailer.

We do not cover

1. Jewellery, gold, silver, stones (precious or non-precious), watches, furs, cameras or photographic equipment, personal media or audio equipment which includes data storage, musical instruments, hearing aids, video cameras and accessories, mobile phones, computers, tablets, smartphones and ancillary or associated equipment, cycles, cash, cheques, credit cards, business books or documents.
2. The first £50 of any claim on a Standard cover or any voluntary and compulsory **excess** as specified on your **Caravan Cover Schedule**. The **excess** is applicable to each and every incident giving rise to loss or damage leading to a claim unless a claim is also being made under Section 1.
3. Theft of **contents** from awnings (except items covered under Section 2 – Contents whilst outside the caravan).
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 whilst outside the caravan).
8. Breakage of sports equipment when in use.
9. The cost of returning any items to the **United Kingdom**.

Claims settlement

1. If **we** agree a claim, **we** will at **our** option:
    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**
    d. arrange for one of **our** preferred suppliers to undertake the repairs or
    e. settle the claim with a voucher to use at one of **our** preferred suppliers.
2. If any improvements are made as a direct result of replacement or repair **you** may be required to contribute towards the claim in addition to the **excess**.

Section 3: Hotel and Caravan Hire Expenses

What is covered

If the caravan becomes uninhabitable following an incident covered under Section 1 Caravan or Section 2 Contents while **you** are away from home on a pre-booked 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 for a maximum of 15 days.

The most **we** may pay is the actual expenses incurred up to the following daily rates:

Standard Cover	
Caravan and equipment value	**Daily rate up to**
£600 - £4,000	£50
£4,001 - £8,000	£100
£8,001 and above	£150
Super Cover	
Caravan and equipment value	**Daily rate up to**
£5,000 - £9,000	£150
£9,001 - £13,500	£175
£13,501 and above	£225

Or, if **you** decide to abandon **your** holiday, **we** may pay the cost of recovering the **caravan** and **contents** to **your** home address up to a maximum cost of:

Standard Cover – £100

Super Cover – £200

Super Cover additional benefit

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. This is subject to **you** making reasonable attempts to facilitate repair or replacement.

Section 4: Miscellaneous Expenses
(Super Cover Only)

What is covered

We may pay towards costs **you** incur to continue **your** holiday or return home if **you** are on holiday with **your caravan** in the **United Kingdom** and the towing vehicle and/or **caravan** suffer an accident or breakdown, or the drivers in **your** party become unable to drive due to illness or injury occurring during the holiday. The most **we** may pay is £3,500 for costs towards:

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 daily rates below, based on the **caravan** and **equipment** values shown in the table below

Caravan and equipment value	Daily rate up to
£5,000 - £9,000	£150
£9,001 - £13,500	£175
£13,501 and above	£225

c. storage charges while 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.

If the driver falls ill and there is no other member of the party capable of driving **we** may pay the costs of d. and e. above up to the £3,500 limit.

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 for the towing vehicle.
4. The cost of repairs to **your** towing vehicle.
5. The cost of repairs to **your caravan**, unless covered under Section 1 - Caravan.
6. Any expenses following the mechanical breakdown of the towing vehicle if the vehicle is either a) more than five years old or b) has lacked routine maintenance.
7. Any expenses following damage to tyres unless caused by **accidental damage** or vandalism.
8. Any expenses following accident, breakdown or illness occurring outside the **United Kingdom**.

Section 5: Liability

Where **we** refer to "**you**" or "**your**" in this Section, this extends to family and/or friends who are using the **caravan** with **your** permission, but not if it is let for hire or monetary reward.

What is covered

We may pay all sums up to £5,000,000 which **you** become legally liable to pay as compensation for accidental 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 **your** costs if **we** require **you** to contest a **third party** claim whether or not the case is successful.

You must not admit responsibility for any incident or make any private arrangements or offer payments without first having **our** written permission.

You agree that **we** have the right to carry out all negotiations and take any action that may be necessary following a claim made by a **third party**.

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.

Personal Liability (Super Cover Only)

Where **we** refer to "**you**" or "**your**" in this section, this extends to anyone travelling with **you** in **your** car or **caravan** as part of the holiday.

What is covered

We may pay up to £5,000,000 that **you** become legally liable to pay in respect of claims arising from bodily injury or damage to property caused by an accident occurring while **you** are on a caravanning holiday.

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 (but not dogs falling under the restrictions of the Dangerous Dogs Act 1991, the Dogs (Northern Ireland) Order 1983, Dogs (Northern Ireland) Act 1991, the Control of Dogs (Scotland) Act 2010 or any subsequent amendments to those laws) and cats
    c. any mechanically propelled or horse drawn vehicle
    d. any aircraft, ship or craft except rowing boats without outboard motors or 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 **you**, a member of **your** household or family, or anyone working for **you**, own or are responsible for.
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 may be covered).

Section 6: Personal Accident

What is covered

If **you** are away from home on holiday with **your caravan** and there is an accident causing death or bodily injury to **you** or anyone staying with **you** in the same **caravan**, **we** may pay the benefit shown below, provided the claimant

- is injured or dies within 12 calendar months of the accident; and
- is less than 85 years of age

	Standard Cover	Super Cover
Death	£20,000 (£2,000 if under 16 years old)	£20,000 £2,000 if under 16 years old)
Permanent Total Disablement	£20,000	£50,000
Loss of sight of one or two eyes	£20,000	£50,000
Complete loss of or loss of use of hand, arm, leg or foot	£20,000	£50,000

The benefit will be paid to the claimant, or to their legal representative. **We** will only consider claims for one benefit amount per person.

Definitions

Complete loss of or loss of use of hand, arm, leg or foot means the loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and total irrecoverable loss of use of a hand, arm, leg or foot. Permanent Total Disablement means disablement which entirely prevents the injured person from attending to their usual or last occupation or profession and which lasts for a period of 12-months and at the end of that time the medical evidence confirms there will be no improvement.

We do not cover

1. Death or injury 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.

Limitation

- Cover is only effective while caravanning and is limited to 165 non-consecutive days in any one period of cover.

General Conditions

These conditions apply to all Sections of **your Caravan Cover**.

1. The **caravan** must not be used for business purposes or let for hire or monetary reward unless **we** have specifically agreed this in writing.
2. **You** must act at all times as if **you** did not have this **Caravan Cover** and attempt to keep all costs/ expenses in respect of any claim to a minimum.
3. Any incident likely to give rise to a claim should be notified in writing to **our** claims team as soon as reasonably possible.
4. **Your Caravan Cover** is only valid if **your contribution** is up to date. In the event of the **caravan** being damaged beyond economic repair, if **you** pay on a monthly basis, **we** will ask for any remaining contribution to be paid before settling the claim.
5. **You** must take reasonable care to provide complete and accurate answers to any questions **we** ask when **you** take out, make changes to, and continue **your Caravan Cover**.
6. **You** must tell us about changes to the information set out in **your Caravan Cover Schedule** or **Statement of Facts** as soon as reasonably possible.
7. **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 6 of this booklet.
8. **We** have the right to refuse to invite renewal of **Caravan Cover**, or change the terms on which it is provided.

General Exclusions

The following exclusions apply to all Sections of your **Caravan Cover**.

We do not cover

1. Any loss, damage, **liability**, cost or expense while **you** are in a country on the **Continent of Europe** to which the Foreign and Commonwealth Office advised against all, or all but essential, travel before **your** visit to the country began.
2. 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.

3. Any expense, **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.
4. Any loss, damage, cost or expenses caused directly or indirectly by terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism.

   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 (except in the Republic of Ireland and Northern Ireland – see exclusion 5).
5. Riot and civil commotion or malicious acts (other than by fire or explosion) in the Republic of Ireland or Northern Ireland.
6. Loss or damage arising from pressure waves caused by aircraft and other aerial devices.
7. Any expense, **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** may 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 **we** will not return any part of **your contribution**. **We** may also recover, through the Courts if necessary, any money already paid for other claims you made after the date of the fraudulent act. **Your** continued membership of Caravan and Motorhome Club may also reviewed under the Club rules and Bye-Laws and **your** eligibility for membership and/or for other club products and services may be terminated as a result of the review.
8. Any loss or damage while the **caravan** is being used for road rallies.
9. Any damage, **liability**, cost or expense of any kind occurring, or arising from an event occurring before the **period of cover** starts or caused deliberately by **you**.
10. If any loss, damage or **liability** is covered elsewhere **we** will not consider a claim for more than **our** rateable proportion.

Claims Procedure

In the event of a claim

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect **your caravan, equipment** and **contents** from further damage, provided it is safe to do so. **You** should notify **your** motor insurer of any incident involving a **third party** which occurs while **you** are towing.

If the caravan/equipment is stolen you must:

- Notify the local police immediately.
- Call **us** on 0345 300 4641 providing full details of the theft, including the police crime reference number.

If the caravan is seriously damaged and you are not able to tow it, you should:

- Arrange for it to be removed to the nearest garage/ repairer/ place of safekeeping and follow the claims procedure detailed below.

If someone is holding you responsible for an injury or any damage:

- Do not admit responsibility.
- Contact **us** as soon as **you** can on 0345 300 4641.
- Any correspondence sent to **you** must be sent to **us** immediately, without being answered.

If your contents and/or equipment have been damaged, you must:

- Keep any damaged items (including awnings) in order for **us** to determine the damage, so that **we** can make the most practical assessment of **your** claim.

How to claim

For all claims you must:

1. Complete a claim form and send it to **us** as soon as reasonably possible.
2. Provide details of all the items for which **you** are claiming, including as many purchase receipts, or other documentary evidence as is possible, and full details of any modifications to the **caravan** and additional **equipment** added since manufacture (if applicable).

You can search and download a claim form from our website at www.camc.com or call **us** on 01342 336610. Once completed, send it to **us**:

- Email: caravanclaims@devittinsurance.com
- Post: Caravan Cover Claims, Devitt Insurance Services Ltd, North House, St Edward's Way, Romford RM1 3PP

If **your caravan** is beyond economic repair or stolen, **we** will require **you** to produce the CRiS registration document. If **you** have not registered **your caravan** with CRiS, **we** will require **you** to do this before **we** can process **your** claim. **You** can register **your caravan** at: www.cris.co.uk.

For caravan damage claims you must:

1. Obtain at least one written repair estimate:

- If the estimated total cost of repairs does not exceed £500 (labour, parts and VAT) **you** may arrange for the work to be carried out without **our** prior approval. **You** must then send **us** the repair invoice with the completed claim form.
- If the total cost of repairs is expected to exceed £500 (labour, parts and VAT) **you** must submit your estimate to **us** for prior approval. **We** may require **you** to obtain alternative estimates if **we** consider the estimated cost of repair is unreasonable.

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

Changing your Caravan

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 **you** must contact **us** with details of the replacement **caravan** (make, model, year and chassis/CRiS number) and **your** cover requirements, quoting **your** Club membership number and **Caravan Cover** number:

Tel: 01342 336610

Email: cover@camc.com.

You can also to write to **us**; please include **your** current **Caravan Cover Schedule** with the information as shown above and send it to:

Caravan Cover Admin, Caravan and Motorhome Club, East Grinstead House, East Grinstead, West Sussex RH19 1UA.

Additional benefit

If your new **caravan** is to be collected/ delivered prior to the sale of **your** present **caravan**, both 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

Should a higher **cover limit** be required **you** will be required to pay the additional **contribution** due to the increase in the **cover limit** 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**.

Where no additional **contribution** is required, an amended **Caravan Cover Schedule** will be issued.

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** for the next **period of cover** in line with the scale below. If **your** no claims discount from a previous provider has been accepted by **us**, it will form part of the cumulative years listed below, not in addition to them.

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 2 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

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**.

A copy of the Group Insurance Policy can be obtained by calling **us** on 01342 336 706.

Should **you** wish to complain, please contact us as follows:

- Post: Builders Direct S.A. c/o Caravan Cover Complaints, Caravan and Motorhome Club, East Grinstead House, East Grinstead, West Sussex RH19 1UA.
- Tel: 01342 326944 (9am to 5pm, Mon to Fri)
- Email: cover@camc.com

Financial Services Compensation Scheme

Builders Direct S.A. 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 Policy

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

Caravanners' Legal Protection

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

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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 **DAS**.

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 0859

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 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.

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.
Claims centre	This centre carries out recovery, hire and repair services and deals with the administration of your claim.
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 United Kingdom of Great Britain and Northern Ireland, 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 and Turkey.
DAS Standard Terms of Appointment	The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.
Date of occurrence	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 **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)

Insured person	**You**, and any passenger or driver who is in the covered caravan with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.
Insured vehicle	The caravan covered by the caravan cover to which this policy attaches.
Period of insurance	The period of time **you** have **Caravan Cover** shown on your **Caravan Cover Schedule**
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 cover to which this policy attaches.
We, us, our, DAS	**DAS** Legal Expenses Insurance Company Limited.
You, your	The person who has taken out this policy (the policyholder).

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 insurance**.

Welcome to DAS

Thank **you** for purchasing this Caravanners' Legal Protection policy. **You** are now protected by the UK's leading specialist legal expenses insurer. 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.

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**.

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**.

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** legal advice.

Please do not ask for help from a lawyer or hire a vehicle before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) 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 | Company Number 5417859 |

Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113)

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.uk

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 **DAS 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 DAS or the Caravan and Motorhome Club

A dispute with **us** 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 **DAS 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 arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. 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 within the first 14 days from the start date, or when the policy documents are received whichever is the later and so long as no claims have been made under this policy, a full refund will be issued. **You** can cancel this policy outside of 14 days however there will be no refund of premium in these circumstances.

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.

Data Protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from **you**, the **third party** dealing with **your** claim or from the authorised partner who sold this policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at dataprotection@das.co.uk.

How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact **you** for **your** feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non- European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

What is our legal basis for processing the information?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

How long will the information be held for?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** or anyone else covered by this policy no longer want **us** to use the personal data, please contact **us** at dataprotection@das.co.uk.

What are the insured person's rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to:

The Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House Quay Side Temple Back Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioners Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

How to make a complaint

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: Caravan Cover Complaints, Caravan and Motorhome Club, East Grinstead House, East Grinstead, RH19 1UA
- By telephone: 01342 326944

b. Any complaint about the insurance or 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 **DAS** on 0344 893 9013 or email **DAS** at customerrelations@das.co.uk or complete **our** online complaint form at www.das.co.uk/about-das/complaints

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 0234567 or by visiting their website: http://www.financial-ombudsman.org.uk/

Your 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.

Caravan and Motorhome Club is a trading name of The Caravan Club Limited which is authorised and regulated by the Financial Conduct Authority for general insurance and credit activities

USEFUL TELEPHONE NUMBERS:

Caravan Cover Administration

01342 336610

Caravan Cover Claims

0345 300 4641

MAYDAY
UK Breakdown Cover



Call: **0800 051 5318**
Visit: **camc.com/insurance/mayday**

Red Pennant
Overseas Holiday Insurance



Call: **01342 336 633**
Visit: **camc.com/insurance/redpennant**

Car Insurance



Call: **0345 504 0334**
Visit: **camc.com/insurance/car**

Home Insurance



Call: **0345 504 0335**
Visit: **camc.com/insurance/home**

SINCE 1907

CARAVAN AND MOTORHOME CLUB

East Grinstead House, East Grinstead, West Sussex RH19 1UA

Telephone: East Grinstead (01342) 336610

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