

2014

Caravan Insurance

Super 5Cs
Comprehensive
Caravan Cover



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USEFUL TELEPHONE NUMBERS:

CARAVAN CLUB – POLICY ADMINISTRATION

01342 336610

CARAVAN CLAIMS

0845 300 4641

INTRODUCTION

Dear Member

Thank you for taking out a Caravan Club caravan Insurance. The cover has been designed by caravanners for caravanners as you would expect from your Club and I am sure that you will be satisfied with the protection provided.

This booklet, together with the **Schedule** forms the whole Insurance Contract and should be kept for future reference. You must read this **Certificate** to make sure that you understand and comply with all the terms, conditions, **warranties** and exclusions. Please check that the details shown on the **Schedule** are correct and in the event that alteration is required please telephone The Club on **01342 336610** or contact **insurance@caravanclub.co.uk**.

The Scheme is fully underwritten and details of the participating insurers are provided on page 5. The Club handles the general administration of the Scheme from its headquarters in East Grinstead, it issues all documentation, handles alterations, renewals and members' general queries. The premium charged includes an administration fee which is used to cover Club expenses and any resultant surplus will be used for the benefit of Members.

Accidents and losses will inevitably occur and the claims handlers aim to provide fast, fair and friendly claims settlement. Details of the claims procedure can be found on page 18.

Finally, this booklet is written in plain English so that it is easy to understand, but if you have any questions about the insurance cover, we will be pleased to assist.

Yours sincerely,



Nick Lomas
Director General

DEMANDS AND NEEDS STATEMENT

The Caravan Club arranges your insurance on a non-advised basis. It makes no recommendation as to the suitability of this insurance for your particular needs. The insurance will meet the demands and needs of those requiring comprehensive caravan insurance, subject to the terms and conditions detailed in this document. It is therefore important that you read the information contained in this document to ensure the insurance cover meets and continues to meet your needs and expectations.

POLICY SUMMARY - SUPER 5Cs CARAVAN INSURANCE

This Policy Summary is to help you understand the insurance that your Policy provides. It details the key features and benefits, together with details of policy limits and significant exclusions. You still need to read the Policy Document, including any endorsements, for full details of the terms, conditions and exceptions.

The purpose of the insurance is to provide indemnity in the event of loss of/or damage to a caravan, its associated equipment and contents items arising from accidental damage, fire, theft, vandalism, storm and flood. Cover is provided whilst the caravan is static or being towed.

The insurance is co-insured by four insurers, all of which are authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and they are AXA Insurance UK plc, Aviva Insurance Ltd, and Syndicate Numbers 218 and 727 at Lloyd's.

The period of cover is as shown on the Policy Schedule.

CANCELLATION RIGHTS – WHEN YOU BUY OR RENEW THIS INSURANCE

In the unlikely event that you find with the insurance cover provided does not meet your needs The Caravan Club will refund your premium payment in full, provided no claims have been made and you return the documents to The Club within 14 days of receipt with your written cancellation instructions. If no such instructions are received insurance cover will be effective for the period specified in the Schedule. Further information about cancellation is shown on page 16.

YOUR RIGHT TO COMPLAIN

Whilst every effort is made to maintain the highest service standards, should there be an occasion when the service you receive falls below the standard you expect please refer your complaint as follows:

- a) Any complaint you have regarding the way that the insurance cover was sold to you or about the administration of your policy to: **Director General, The Caravan Club, East Grinstead House, East Grinstead, West Sussex RH19 1UA. Tel: 01342 326944 email: insurance@caravanclub.co.uk**
- b) Any complaint about the way a claim has been dealt with to: **The Customer Satisfaction Manager, Devitt Insurance Services Ltd, North House, St Edwards Way, Romford, Essex RM1 3PP. Tel: 0845 300 4290 email: thecaravanclub@devittinsurance.com**

If after following the procedure detailed in a) or b) above the matter is unresolved you have the right to refer your complaint to: **The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0800 023 4567 (free from a landline) or 0300 1239 123 (free from some mobiles phones). www.financial-ombudsman.org.uk.**

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

Features and benefits:	Policy Limits	Policy Sections Applicable
New-for-old cover for the caravan and associated equipment.	<p>Limit of Indemnity as shown on the schedule. Less any voluntary or compulsory excess as shown on the schedule. New-for-old-cover only available for items less than 15 years old. Caravans over 5 years old must be serviced annually by a competent caravan workshop.</p> <p>Warranty It is a requirement of this Insurance that whenever the caravan is left unhitched from a towing vehicle for a period exceeding 8 hours, it is immobilised or protected against theft of unlawful removal by the use of one of the following: a hitchlock, wheel clamp, heavy duty chain or immobiliser or an alarm system. Failure to comply with this warranty will prevent you claiming indemnity following the theft or attempted theft of the caravan.</p>	Section 1. Definitions General Conditions General Exclusions
New-for-old cover for Contents.	<p>Limit of indemnity as shown on the schedule. Less any voluntary or compulsory excess as shown on the schedule.</p>	Section 2. Definitions General Conditions General Exclusions
Hotel and Caravan Hire Expenses.	<p>Limit of Indemnity as shown on the schedule. Indemnity restricted to the following daily rates: for van and equipment values between £5000 - £9000, daily rate = £150; £9500 - £13500, daily rate = £175; £14000 and above, daily rate = £225.</p> <p>Cover only effective whilst on holiday, Up to a maximum of 15-days.</p>	Section 3. Definitions General Conditions General Exclusions
Miscellaneous Expenses: Vehicle hire, recovery costs and train fares	<p>Limit of Indemnity £3500. Cover only applicable when caravanning.</p>	Section 4.
Liability and Personal Liability Cover.	<p>Limit of Indemnity £5,000,000. Personal liability cover only applicable when caravanning.</p>	Section 5a & 5b. Definitions General Conditions General Exclusions
Personal Accident Cover.	<p>Capital Benefit as shown on the schedule. Cover only applicable for events occurring whilst caravanning. Excludes persons over 85-years of age.</p>	Section 6. Definitions General Conditions General Exclusions

HOW TO MAKE A CLAIM

If you become aware of any event which may be covered by the policy, please complete a claim form and send it as soon as reasonably possible to: Caravan Claims, Devitt Insurance Services Ltd, North House, St Edwards Way, Romford, Essex RM1 3PP or telephone **0845 300 4641**.

Please also refer to the full claims procedure information on page 18 of this document.

FINANCIAL SERVICES COMPENSATION SCHEME

The insurance contract is co-insured by the insurers shown at the top of this document. All insurers are 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**

REGULATION

The insurers are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). The Caravan Club Ltd and Devitt Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority (FCA). You can check this on the Financial Services Register by visiting the FCA website **www.fca.org.uk** or by contacting the FCA on **0800 111 6768**.

All are covered by the Financial Services Compensation Scheme.

LAW APPLICABLE

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be subject to the laws of England and Wales.

CERTIFICATE OF INSURANCE

This is to certify that in accordance with the authorisation granted under the undernoted contracts to the undersigned, **Underwriters** at Lloyd's and/or Insurance Companies (hereinafter referred to as "The **Underwriters**") whose names and the proportions underwritten by them (which will be supplied on application and can be ascertained by reference to the said contracts) and in consideration of the premium specified herein, the **Underwriters** are hereby bound to insure in accordance with the details shown in the **Schedule** and the terms and conditions contained herein or endorsed hereon.

The **Liability** of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is **Liable** only for the proportion of **Liability** it has underwritten. An insurer is not jointly **Liable** for the proportion of **Liability** underwritten by any other insurer. Nor is an insurer otherwise responsible for any **Liability** of any other insurer that may underwrite this contract.

The proportion of **Liability** under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The **Liability** of each member of the syndicate is several and not joint with other members. A member is **Liable** only for that member's proportion. A member is not jointly **Liable** for any other member's proportion. Nor is any member otherwise responsible for any **Liability** of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

The following shall be conditions precedent to any **Liability** of the **Underwriters**:

1. Observance of the terms of this **Certificate** relating to anything to be done or complied with by the insured;
2. The truth and accuracy of the information in the Statement of Fact upon which **Underwriters** have determined their terms and conditions.

Contract No. AGNO 84/20312 AXA Insurance UK PLC	40%
Contract No. 9660A00001 Aviva Insurance Ltd	33%
Contract No. BO799RR000180h Underwriters at Lloyd's	27%

IN WITNESS WHEREOF this **Certificate** has been signed at London by



Nigel Meyer, *Director*
Devitt Insurance Services Ltd, Insurance Brokers, North House,
St Edwards Way, Romford, Essex RM1 3PP
as Coverholder for The Caravan Club, both of whom are Authorised and Regulated
by Financial Conduct Authority

This **Certificate** is only valid when a completed **Schedule** signed on behalf of THE CARAVAN CLUB is attached to it.

DEFINITIONS

The definitions below explain what **We** mean whenever the following appear in **Bold** type in the wording of this **Certificate**.

1. **Caravan:** **Caravan**/Trailer Tent/ Folding Caravan described in the **Schedule**, complete with fixtures and fittings as supplied by the manufacturer.
2. **Certificate:** The **Certificate** is evidence of **Your** contract of insurance with **Underwriters**. It is called a **Certificate** rather than a Policy as it is issued by The Caravan Club as agent of the Underwriter, a Policy can only be issued directly by the Underwriters.
3. **Claim Payment:** The amount **We** agree to pay for any claim, taking into account **Our Liability, Replacement Value, Market Value** and **Indemnity** (as defined in 7, 8, 9, 10, 11 and 12). Settlement may be in money or at **Our** option by replacement, reinstatement or repair.
4. **Contents:** Clothing, baggage, personal effects and general household goods and will include free standing microwave ovens, TV's CD/DVD players, pots & pans, knives and forks, sleeping bags, bedding, clothing, shoes, BBQs, garden chairs and tables and the like.
5. **Continent of Europe:** Any country which is a member of the European Union (EU), Associated Countries (or western Europe) and all other countries West of the Urals.
6. **Equipment:** Non-standard fixtures, fittings and accessories added since manufacture including awnings, batteries, gas bottles, generators, motormovers, refrigerators, security devices, stabilisers, toilets and the like.
7. **Excess:** The amount **you** must contribute towards each and every claim or occurrence.
8. **Indemnify/Indemnity:** The cost of replacing or repairing the insured property or that part which is lost or damaged, less a deduction for wear and tear and/or depreciation. (If any improvements are made as a direct result of replacement or repair **You** may be asked to contribute towards the claim.)

- 9. Liability / Liable:** An obligation at law to compensate third parties.
- 10. Limit(s) of Indemnity:** The maximum amounts **You** can claim under **Your** selected sums insured as shown on the **Schedule**.
- 11. 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 information supplied by Glass's Guide Information Services.
- 12. Period of Insurance:** The period of time covered by the **Certificate** as shown on the **Schedule**, and any further period for which **We** accept **Your** premium.
- 13. Replacement Value:** The cost of replacing **your Caravan, Equipment and Contents** with new items of similar type.
- 14. Schedule:** The form showing details of the **Certificate** holder, the insured **Caravan, Limits of Indemnity** and **Period of Insurance**.
- 15. Single Article Limit:** The maximum amount **We** will pay for any one item (applicable to Section 2 – Contents only).
- 16. Third Party:** Someone other than **You** but not someone with whom **You** are contracted such as an employee.
- 17. Underwriters/We/Us/Our:** The insurers who underwrite this contract whose names and proportions appear on page 5.
- 18. United Kingdom:** England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.
- 19. Warranty:** A policy condition which must be complied with. Claims will not be paid if the terms of the **Warranty** have not been fulfilled.
- 20. You/Your:** The **Certificate** holder.

THE COVER

Under Sections 1 and 2, **We** will **Indemnify You** for loss of or damage to **Your Caravan**, its **Equipment** and **Contents** during the **Period of Insurance** arising from Accidental Damage, Fire, Theft, Vandalism, Storm and Flood. Cover is provided whilst the **Caravan** is static or being towed.

Under Section 3 **We** will contribute towards the cost of caravan hire and hotel accommodation, to enable **You** to continue **Your** holiday.

Under Section 4 **We** will pay some of the costs involved in continuing **Your** holiday or returning home if **Your Caravan** or towing vehicle suffer an accident or breakdown or if the drivers in **Your** party become unable to drive due to illness or injury.

Section 5 covers **Your Liability** to a **Third Party** arising from **Your** use or ownership of the **Caravan**. **You** should note that this cover only operates whilst the **Caravan** is unhitched and that **Liability** whilst **You** are towing the **Caravan**, or it is attached to **Your** car, should be provided by **Your** motor insurance. Section 5b provides personal **Liability** cover for the caravanning party.

Section 6 provides the financial benefits shown in the event of **You**, or anyone staying with **You**, sustaining bodily injury whilst away from home caravanning.

TERRITORIAL LIMITS

Cover under this **Certificate** is operative whilst the **Caravan** is being used:

- (a) in the **United Kingdom**
- (b) Temporarily on the **Continent of Europe** up to 182 days (including sea crossings) in any **Period of Insurance**. For periods in excess of 182 days please telephone or write to The Caravan Club for a quotation.

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

WARRANTY

It is a requirement of this **Certificate** of Insurance that whenever the **Caravan** is left unhitched from a towing vehicle for a period exceeding 8 hours, it is immobilised or protected against theft or unlawful removal by the use of one of the following: a hitchlock, wheel clamp, heavy duty chain or immobiliser or an alarm system. Failure to comply with this **Warranty** will prevent **You** claiming **Indemnity** following the theft or attempted theft of the **Caravan**.

The following Sections of the Certificate explain the cover provided in more detail.

SECTION 1 – CARAVAN

What is Insured

The **Caravan** structure including the windows, fixtures and fittings as supplied by the manufacturer and **Equipment** being non-standard fixtures, fittings and accessories added since manufacture including awnings, batteries, gas bottles, generators, motor movers, refrigerators, security devices, stabilisers, toilets and the like.

Additional Benefits

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

Limitations

Whilst the **Caravan** and/or **Equipment** are less than 15 years old from the date that they were first sold as new they should be insured for full **Replacement Value** at the commencement date of this insurance and at all subsequent renewal dates. Any increase in replacement costs during the **Period of Insurance** will be automatically covered. If **You** under-insure at the commencement date, or at a subsequent renewal date, any claim settlement will be restricted to the **Limit of Indemnity**, of **Your** selected cover.

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

When the **Caravan** becomes more than 5 years old it must be serviced annually by a competent caravan workshop. Failure to provide evidence of compliance with this requirement will result in any claims being settled on the basis of **Market Value**

EXCLUSIONS

What is not Insured

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

Claims Settlement

We will at **Our** option either

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

Please refer to the **Schedule** and the Summary of Cover Table on page 3 for details of the **Limits of Indemnity of Your** cover.

SECTION 2 – CONTENTS

Please refer to the **Schedule** for details of the **Limit of Indemnity** under this section.

What is Insured

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

The most **We** will pay is the **Replacement Value** of **Your Contents** at the date of the loss but not exceeding the **Limit of Indemnity** for **Your** selected Cover and/or the **Single Article Limit** of 25% of the **Contents Limit of Indemnity**.

Additional Benefits

1. Camping and sporting equipment, contents and dinghies or inflatables (not exceeding 14 feet in length and carried on a purpose-built trailer) will be covered for the risks specified on page 8 whilst they are outside the **Caravan**, but only when **You** are caravanning away from home. The maximum payable under this extension is £1,500 with a **Single Article Limit** of £250.
2. **We** will cover **Your Contents** when on loan to **Your** family or friends, but **We** do not cover letting for hire or reward.

Limitations

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

EXCLUSIONS

What is not Insured

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

Claims Settlement

We will at **Our** option either

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

*Please refer to the **Schedule** and the Summary of Cover Table on page 3 for details of the **Limits of Indemnity** of **Your** cover.*

SECTION 3 – HOTEL AND CARAVAN HIRE EXPENSES

What is Insured

If the **Caravan** becomes uninhabitable following an incident insured by the **Certificate** and **You** are away from home on holiday **We** will contribute towards the cost of:

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

OR

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

Additional Benefits

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

Claims Settlement

The most **We** will pay per day is shown against **Your** selected cover in the Summary of Cover in the front of this **Certificate** and is limited to actual expenses incurred, up to a maximum of 15 days.

*Please refer to the **Schedule** and the Summary of Cover Table on page 3 for details of the **Limits of Indemnity** of **Your** cover.*

SECTION 4 – MISCELLANEOUS EXPENSES

What is Insured

If **You** are on holiday with the **Caravan** in the **United Kingdom** and the towing vehicle and/or **Caravan** suffers an accident or breakdown we will cover the cost of:

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

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

EXCLUSIONS

What is not Insured

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

*Please refer to the **Schedule** and the Summary of Cover Table on page 3 for details of the **Limits of Indemnity** of **Your** cover.*

SECTION 5A – LIABILITY

What is Insured

We will **Indemnify You** against all sums (up to the amount stated in the Summary of Cover Table on page 3) which **You** become legally **Liable** to pay as compensation for death or injury to, or damage to the property of, any **Third Party** arising directly as a result of **Your** use, or ownership, of the **Caravan**.

We will also cover:

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

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

EXCLUSIONS

What is not Insured

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 insured under this **Certificate**.
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.

SECTION 5B – PERSONAL LIABILITY

What is Insured

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

EXCLUSIONS

What is not Covered

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

Please refer to the **Schedule** and the Summary of Cover Table on page 3 for details of the **Limits of Indemnity of Your** cover.

SECTION 6 - PERSONAL ACCIDENT

What is Insured

If **You** are away from home on holiday with **Your Caravan, You** and/or anyone staying with **You** in the same **Caravan** will be paid the benefit shown below in the event of an accident causing **Your**/their death or disablement. Provided that death or disablement occurs within 12 calendar months of the accident and as a direct result of the accident. The benefit will be paid to the injured person, or to such persons legal representative.

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

Definitions

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

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

EXCLUSIONS

This section does not cover:

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

Limitations

For children under sixteen, the benefit in the event of death is £2000.

Cover is limited to 165 days in any one period of insurance.

Maximum sum payable £50,000 to any one person.

GENERAL CONDITIONS

These conditions will apply to the whole **Certificate**.

Observance of Terms

1. The **Caravan** must not be used for business purposes.
2. The **Caravan** will be covered while **You** are attending social rallies, but not on road rallies.
3. **You** must act at all times as if **You** are not insured and attempt to keep all costs/expenses in respect of any claim to a minimum.
4. Any incident likely to give rise to a claim should be notified in writing to the claims team as soon as reasonably possible.

Care of the Caravan

5. **You** must take all responsible steps to safeguard **Your Caravan, Equipment, and Contents** against loss or damage, maintain it in a sound and roadworthy condition, and take note of the terms of the **Warranty** on page 8 of this booklet.

Other Insurance

6. If any loss, damage or **Liability** is covered by any other insurance, **Underwriters** shall not be liable to pay more than their rateable proportion.

Cancellation

7. In the event of the **Caravan** being stolen or declared a 'total loss' all cover under the terms of the **Certificate** will cease with effect from the date of the **Claim Payment**. No rebate will be payable on the remaining period of cover.
8. **We** reserve the right to cancel **Your** Certificate at any time by giving **You** 7 days notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You** and will set out the reason for cancellation in **Our** letter.

If **We** do cancel **Your** Certificate, The Caravan Club will send **You** the part of **Your** Premium **You** have not yet used refunded by the **Underwriters**.

9. If **You** wish to cancel the **Certificate** **You** must return this booklet with **Your** current **Schedule** to The Caravan Club giving **Underwriters** 7 days notice. Provided that no claims have been made on the cover during the current period of insurance **You** will be entitled to a refund of the unused premium refunded by the **Underwriters** less a £10.00 administration charge. Please note if **You** are paying the premium by instalment and have made a claim in the current period, **You** must continue paying the monthly instalment until the premium is paid in full.
10. **We** have the right to refuse to invite renewal of the **Certificate**, or to change the terms on which this insurance is written.

GENERAL EXCLUSIONS

These exclusions apply to the whole **Certificate**.

We do not insure:

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

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

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

4. Riot and civil commotion or malicious acts (other than by fire or explosion) in the Republic of Ireland or Northern Ireland.
5. Loss or damage arising from pressure waves caused by aircraft and other aerial devices.
6. Any expense, legal **Liability** or any loss or damage to property directly or indirectly caused if **You** or anyone acting for **You** knowingly makes a false or fraudulent claim, as regards amount or otherwise. In this event the **Certificate** will become void and all claims thereunder will be forfeited.

CLAIMS PROCEDURE

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

You must:

1. Complete a claim form and send it as soon as reasonably possible to the 5Cs claims team at The Club's Brokers:

**Devitt Insurance Services Ltd. North House, St Edward's Way, Romford RM1 3PP
Telephone No. 0845 300 4641 Fax No. 0845 300 4722**

You can download a claim form from www.caravanclub.co.uk/insurance/caravan-insurance and send the completed form to: caravanclaims@devittinsurance.com

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

If the **Caravan** is stolen:

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

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

ALTERATIONS TO COVER

There is no need to telephone or write to The Caravan Club beforehand if you are changing the 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 the following procedure must be completed:-

Telephone the Insurance Services Department when **You** have full details of the replacement **Caravan**, i.e. make, model, year and chassis/CRIS number. Please telephone **01342 336610** or email **insurance@caravanclub.co.uk** quoting membership and policy number.

OR

Send full details by post. Please include the current **Schedule** and details of make, model, year, chassis/CRIS number of any replacement **Caravan**, and **Your** cover requirements and send to:

**Insurance Services Admin, The Caravan Club, East Grinstead House
East Grinstead, West Sussex RH19 1UA. email: insurance@caravanclub.co.uk**

Additional Benefit

If **Your** new **Caravan** is to be collected/delivered prior to the sale of **Your** present **Caravan**, both Caravans will be covered for 31 days to allow time for sale or disposal of the old **Caravan**. If this extension is required, please advise The Caravan Club when notifying the change.

WHAT WILL HAPPEN

1. If a higher **Limit of Indemnity** is required The Caravan Club will invoice **You** for any additional premium required to increase the cover until the next renewal date of the policy. As soon as the additional payment is received an amended **Schedule** will be sent to **You**.
2. If no additional payment is required, an amended **Schedule** will be issued immediately.
3. If a lower **Limit of Indemnity** is required then The Caravan Club will arrange for the appropriate refund of premium to be sent to **You** and issue an amended **Schedule**.

No CLAIMS DISCOUNT

If **You** do not make a claim, we will reduce **Your** renewal premium in line with the scale below:

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

If a claim is made on the 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

Policyholders who hold maximum no claims discount are able to protect their discount against the reductions shown above by payment of an additional premium.

Your no claims discount is protected as long as **You** do not make more than two claims in 4 continuous periods of cover.

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

Please note Protected No Claims Discount is only operative if the required additional premium has been paid. Please refer to your schedule for confirmation.

This section is only operative if the optional additional premium has been paid. Please refer to the schedule for confirmation.

POLICY SUMMARY – CARAVANNERS’ LEGAL PROTECTION

This policy summary is to help you understand the insurance cover your policy provides. It details key features and benefits together with details of policy limits and significant exclusions. You still need to read the policy document for full details of the terms, conditions and exceptions; Caravanners’ Legal Protection is a legal expenses insurance contract which helps you to recover uninsured losses and costs from the person responsible following an accident involving your caravan.

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

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

Cancellation Rights – when you buy or renew this insurance

We hope you are happy with the cover Caravanner’s Legal Protection provides. However, you can cancel this optional policy within 14 days of taking it out and obtain a full refund of premium. You must notify The Caravan Club of this requirement. Further information about cancellation is shown on Page 32.

Your Right to Complain

Whilst every effort is made to maintain the highest service standards, should there be an occasion when the service falls below the standard you expect please refer your complaints as follows:

- a) Any complaint you have regarding the way the insurance policy was sold to you or the administration of your policy to: **Director General, The Caravan Club, East Grinstead House, East Grinstead, RH19 1UA. Telephone 01342 326944 or email insurance@caravanclub.co.uk**
- b) Any complaint about the way a claim has been dealt with to: Customer Relations Dept. **DAS Legal Expenses Insurance Co. Ltd. DAS House, Quay Side, Temple Back, Bristol BS1 6NH.** Alternatively you can telephone us on **0844 893 9013** or email us at **customerrelations@das.co.uk**

If after following the procedure detailed in a) or b) above the matter is unresolved you have the right to refer your complaint to the Financial Ombudsman Service at: **South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone No 0845 023 4567 0845 023 4567** (free from a landline) or **0300 1239 123** (free from some mobile phones). Their website is at **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.

How to Make a Claim

You must give DAS details of any claim as soon as possible. **Act quickly after an accident and call on 0845 604 4461 to report a claim.** If you are calling outside of the UK, please phone on **+44 29 2085 7205**.

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

Financial Services Compensation Scheme

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

Regulation

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

Law Applicable

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

Features and benefits:	Policy Limits and Significant Exclusions	Policy Sections Applicable
<p>Uninsured Loss Recovery and Personal Injury</p> <p>DAS (or if DAS agree it is necessary, external lawyers that they will appoint) will negotiate to recover uninsured losses and costs following an event which:</p> <p>(a) causes damage to your caravan (or vehicle whilst it is attached) or to personal property in it; or</p> <p>(b) injures or kills you or your passengers.</p>	<p>It must be more likely than not that the insured person will recover damages.</p> <p>External costs are limited to £100,000 and this includes opponents' costs.</p> <p>Costs incurred before DAS agrees to appoint a representative to help an insured person are excluded.</p> <p>Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help the insured person.</p> <p>Anyone claiming must be in your caravan (or vehicle whilst it is attached) with your permission when the damage and/or injury is caused.</p>	<p>Caravanners' Legal Protection. Page 28</p> <p>Page 28 (i)</p> <p>What we will not cover. Page 28 & Page 29, Exclusions Page 30 1(a)</p> <p>Page 25</p>
<p>24 Hour Telephone Helplines</p> <p>Eurolaw Legal Advice Advice on personal legal problems within UK and EU law.</p> <p>Tax Advice Personal taxation advice</p> <p>Health & Medical Information Service Provides help and information on health and fitness.</p> <p>Drivers Assistance Service We will arrange help if your vehicle cannot be used after an accident or breakdown whilst towing your caravan.</p> <p>Counselling Service The DAS qualified counsellors provide support in dealing with worrying problems.</p>	<p>Cannot be used to diagnose health problems.</p> <p>The contractor's charges are your responsibility.</p>	<p>HELPLINE SERVICES Page 27</p> <p>Page 27</p> <p>Page 27</p> <p>Page 27</p> <p>Page 27</p>
<p>Countries Covered For Legal Protection; UK, EU member states and other European countries, Morocco and Tunisia.</p>		<p>Definitions. Page 25</p>

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

CARAVANNERS' LEGAL PROTECTION

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

As a Caravanners' Legal Protection policyholder, **you** are now protected by Europe's leading legal expenses insurer. If **your caravan is** involved in an accident or you need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year. To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**. If you have any questions or require further information please contact The Caravan Club.

DEFINITIONS

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

Appointed representative The **preferred law firm**, law firm or other suitably qualified person **we** will appoint to act on an **insured person's** behalf.

Costs and expenses (a) **All reasonable and necessary costs chargeable by the appointed representative** and agreed by us in accordance with the **DAS Standard Terms of Appointment**.
(b) The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with our agreement.

Countries covered The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey, Morocco and Tunisia

DAS Standard Terms The terms and conditions (including the amount **we** will pay to an **of Appointment appointed representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

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

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

THE COVER

How we can help

If **you** are involved in an accident whilst towing or occupying **your** caravan which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our** Motor Claims Centre or by appointing a lawyer.

Uninsured losses could include the cost of repairing or replacing **your** caravan, **your** caravan insurance policy excess, loss of use, loss of earnings, compensation following injury or other out-of-pocket expenses. Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

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

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

Telephone us **on 0800 793 6066** as soon as possible after **your** accident to speak with one of **our** dedicated customer claims handlers. If **you** are calling from outside of the UK, please phone **us on +44 29 2085 7205**.

If you need any other help from us

If **you** wish to speak to **our** legal teams about a legal problem related to motoring, please phone **us on 0844 893 9027**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice. Please do not ask for help from a lawyer before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Additional Features

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

HELPLINE SERVICES

Eurolaw Personal Legal and Tax Advice Service Tel: 0117 934 0552

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

Health and Medical Information Service Tel: 0117 934 0552

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

Drivers Assistance Service Tel: 0117 934 0552

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

Counselling Service Tel: 0117 934 2121

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

LEGAL PROTECTION INSURANCE

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

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

What we will pay

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

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

Provided that:

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

What we will not pay

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

POLICY EXCLUSIONS

We will not pay for the following:

1. Late reported claims

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

2. Costs we have not agreed

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

3. Court awards and fines

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

4. Legal action we have not agreed

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

5. Contractual disputes

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

6. Uninsured drivers

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

7. A dispute with DAS

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

8. Judicial review

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

9. Nuclear, war and terrorism risks

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

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

10. Litigant in person

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

POLICY CONDITIONS

1. An insured person's legal representation

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

2. An insured person's responsibilities

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

3. Offers to settle a claim

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

4. Assessing and recovering costs

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

5. Cancelling an appointed representative's appointment

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

6. Withdrawing cover

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

7. Expert opinion

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

8. Arbitration

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

9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and

- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

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

11. Fraudulent claims

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

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

12. Claims under this policy by a third party

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other insurances

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

14. Law that applies

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

Data protection

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

DAS Legal Expenses Insurance Co. Ltd. DAS House, Quayside, Temple Back, Bristol. BS1 6NH



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