

Important: Please read and keep it safe

Motorhome Insurance

Motorhome Claims Helpline

Important

- Please report all accidents to **us** immediately on 0800 028 0038 so **we** can tell **you** what to do next and help resolve any claim.

24 hour assistance, 365 days a year

- Following an accident/emergency
- To make a claim
- For glass breakage/damage

UK

Get back on the road, fast. Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.

Claims, Glass

0800 028 0038

(lines open 24 Hours a day, 7 days a week)

Calls may be recorded and/or monitored

Please contact your insurance adviser if you require any additional assistance

European Overseas

Get back on the road, fast. Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.

Accident/Glass

+44 1603 603 744

(lines open 24 Hours a day, 7 days a week)

Calls may be recorded and/or monitored

Please refer to your policy booklet for your territorial limits

It is recommended your take a copy of the European Accident claims form if you are travelling abroad.

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welcome

Welcome to your Motorhome Insurance. This policy forms part of your legal contract with the insurer and defines exactly what you are covered against. There are two choices of cover. Please refer to your schedule for confirmation of the level of cover you have chosen.

Claims Helpline

0800 028 0038

As a Motorhome Insurance policyholder **you** have access to a freephone number offering help and assistance in the United Kingdom, the Channel Islands and the Isle of Man and operating 24 hours a day, 365 days of the year. If **you** have an accident or loss whilst abroad, **you** should contact our helpline on **+44 1603 603 744**.

How to claim

If **you** wish to make a claim, phone the claims helpline and a Personal Incident Manager will record details of the incident and will be able to confirm:

- Whether your policy covers **you** for the incident
- Any excess that **you** will have to pay
- All the steps involved in the process of making a claim

If **you** are involved in an accident, phone the claims helpline and if the incident is covered **we** will arrange for:

- Your vehicle to be recovered
- A safe passage home for **you** and your passengers
- Your Personal Incident Manager to talk **you** through the claims process

If the incident is not covered under your policy **we** can still arrange to assist **you**, however a charge will be made.

Important

When telephoning, please have your vehicle registration number ready. This will enable your Personal Incident Manager to find your policy records quickly and provide the level of service **you** expect. For our joint protection, calls may be recorded and/or monitored.

The Contract of Insurance and Information and changes we need to know about

Contract of Insurance

This policy is a contract of insurance between the **policyholder** and **us**. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all persons insured are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- policy booklet
- information contained on your application and/or statement of fact document
- **policy schedule**
- any clauses endorsed on this policy, as set out in your **policy schedule**
- **certificate of motor insurance**
- any changes to your insurance policy contained in notices issued by **us** at renewal
- the information under the heading "Important Information" which **we** provide to **you** when **you** take out or renew your policy.

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

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

Renewal of the contract of insurance

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

- (i) For existing customers who pay monthly by direct debit to an insurance advisor the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal schedule.
- (ii) For existing customers who pay annually or monthly other than as set out in paragraph (i) above, the **policyholder** enters into a new **contract of insurance** with **us** commencing on the date when the **policyholder** agrees to renew the policy and to pay the premium. Persons insured will be covered for the **period of insurance** shown on your renewal schedule.

Information and changes we need to know about

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

Please contact your insurance advisor to let **us** know if there are any changes to the information set out in the **certificate of motor insurance** on your **policy schedule**. You must also contact your insurance advisor to let **us** know about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that the vehicle is used.

If **you** are in any doubt, please contact your Insurance Advisor.

When **we** are notified of a change, **we** will tell your Insurance Advisor if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

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

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Each renewal invitation is offered using the information **we** have at the time it was issued. **We** may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim, even if **we** are notified after your renewal date.

We recommend that **you** keep a record (including copies of letters) of all information provided to **us** for your future reference.

Useful information about your policy

Your Cancellation Rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Your Insurance Advisor will also charge a fee of £30.00 (plus Insurance Premium Tax, where applicable) to cover the administrative costs.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. Your Insurance Advisor will also charge a fee of £30.00 if the policy is cancelled within the 14 day cooling off period or £35.00 thereafter (plus Insurance Premium Tax, where applicable) to cover the administrative costs. There may also be a fee, as advised by your Insurance Advisor.

To cancel, please contact your insurance adviser as shown on your schedule.

If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

Choice of Law

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

- 1) **you** and **we** agree otherwise; or
- 2) at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact your Insurance Advisor.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

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

Use of Language

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

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03, 020 & +44 1603 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

definitions

To save lengthy repetition, wherever the following words or phrases occur they will have the meaning described below:

Accessories

Parts of **your motorhome** which are not directly related to how it works as a vehicle. This includes audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to **your motorhome** and have no independent power source.

Ancillary Equipment

Free standing awning whilst attached to **your motorhome** safari rooms and general camping equipment.

Certificate of motor insurance

A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. It shows who can drive **your motorhome**, what purposes it can be used for, and whether **you** are permitted to drive other vehicles. The certificate does not, however, indicate the full policy cover and for this **you** will need to refer to the policy booklet. Wherever the expression **certificate of motor insurance** is used in this contract, it means the certificate which, from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

Clause

Changes in the terms of your policy. These are shown in your **policy schedule**.

Excess

The amount of any claim **you** will have to pay if **your motorhome** is lost, stolen or damaged.

Fire

Fire, lightning or explosion (including gas explosion).

Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

Hazardous locations

- Power Stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Rail trackside
- Any other rail property to which the public do not have lawful access.

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials.

Ignition keys

Any key, device or code used to secure, gain access to, and enable **your motorhome** to be started and driven.

Long term Touring and Full Timing

Use of **your motorhome** for nine months or more (whether as a single trip or a series of trips) in any one year will be treated (and rated) as long-term touring. If, in addition, **you** sell or let your UK property **you** will be treated (and rated) as full-timing. Please refer to the policy conditions on Page 26 for more details.

Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use a hand, arm, foot or leg.

Market value

The cost of replacing **your motorhome** with one of the same make, model, specification and condition.

Period of insurance

The period of time covered by this policy, as shown in the **policy schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

Personal Effects and Luggage

The property of **the insured's** or members of **the insured's** family whilst contained in the **motorhome** and concealed in a fixed storage unit.

Policy Schedule

Details of **you, your motorhome** and the insurance protection provided to **you**.

Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your motorhome** by our approved repairer.

Road Traffic Acts

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

Statement of fact

A form showing the information provided by **you**, or on **your** behalf. The statement of fact forms part of the contract of insurance.

Storage

Your motorhome will be considered to be stored or in storage when it is not in use for the purposes of travel or other day-to-day activity.

Storage Location

The address recorded on **your statement of fact** of where **your motorhome** is kept when not in use.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Theft

Theft or attempted theft.

The insurer/we/us

Aviva Insurance Limited, unless otherwise shown for any policy section.

The insured/you/policyholder

The person described as **the insured** in the **policy schedule**.

Use/Used

When the **Motorhome** is being used and occupied overnight for holiday purposes

Vandalism

The wilful and malicious damage to, or intentional destruction of **your motorhome**.

Your domestic partner

The partner or husband or wife of the **policyholder**, living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

Your motorhome

The vehicle described in the **policy schedule**, and a **certificate of motor insurance** bearing the registration mark of that vehicle has been delivered to **you** and remains effective.

Your private address

The risk address as shown on your **policy schedule**. This includes the land and driveway within the borders of the property or as indicated in the deeds of the property.

Your trailer

Any one trailer owned and used in connection with **your motorhome** other than

- A mechanically propelled vehicle
- A horsebox
- A caravan

Not exceeding £3,000.

cover for your vehicle

Section I Cover

Loss of or damage to your motorhome and/or trailer

If **your motorhome** is lost, stolen or damaged, **we** may, at our option, either:

- pay for **your motorhome** to be repaired; or
- replace **your motorhome** or
- pay in cash the amount of the loss or damage.

If **we** elect to repair **your motorhome**, **we** may use parts which are not supplied or made by the original manufacturer. If any part of **your motorhome** is obsolete, **we** will not pay more than our reasonable estimate of what was the manufacturer's list price (when it was last available for purchase) plus an appropriate fitting charge.

The same cover applies to **accessories** and spare parts relating to **your motorhome** while these are in or on **your motorhome** or while in your private garage. **We** will, however, pay for loss or damage to **your motorhome's accessories** which are away from **your motorhome** or private garage if such equipment is designed to be removable or partly removable, cannot function independently of **your motorhome** and has been temporarily removed for purposes of security or maintenance. Fitted **accessories** in **your motorhome** are included up to a total value of £500. This limit does not apply to standard equipment that is fitted by the manufacturer.

If **your motorhome** is in **storage**, this policy section will continue to apply when

- a) **Your motorhome** is stored at your **private address**; or
- b) **Your motorhome** is stored on the private driveway of a close friend or relative, provided that it forms part of their property (subject to acceptance of postcode)
- c) **Your motorhome** is stored at a CASSOA storage facility

Exclusions to Section I of your policy

Your policy does not cover the following:

1. Loss of use, wear and tear, depreciation, mechanical, electrical, electronic and computer failures or breakdowns or breakages.
2. Loss or damage arising from **theft** whilst the **ignition keys of your motorhome** have been left in or on **your motorhome** or **your motorhome** has been left unattended with the engine running.
3. Loss by deception.
4. Damage to tyres by braking or by punctures, cuts or bursts.
5. Loss of value following repair
6. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
7. Any accident, injury, loss or damage which is caused by or is a result of either
 - Earthquake; or
 - Riot or civil commotion outside England, Scotland, Wales, Isle of Man and the Channel Islands.
8. Any loss that is not the direct result of the insured incident itself.
9. Damage arising from domestic animals, moth, vermin or infestation.
10. Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
11. Loss or damage covered under section 1 if **your motorhome** is stored for a period in excess of 48 hours anywhere other than the **storage location** disclosed to **us** in **your statement of fact**.

Section I (cont.)

d) **Your motorhome** is stored at a non-CASSOA storage location that has been approved by **us**.

The maximum amount **we** will pay will be the **market value of your motorhome** but not exceeding your estimate of value shown in our records.

What if my vehicle is on finance?

If **we** know that your vehicle is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- Where your vehicle is on finance and the agreement allows **you** to own or purchase the vehicle, any difference between what **we** pay the finance company and the market value will be paid to **you**.
- Where your vehicle is not or cannot be owned by **you** under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds and payment made under this policy **you** will still be responsible for paying this.

The most **we** will pay is the market value or your vehicle.

We will retain, at our discretion, the right to the salvage of **your motorhome** following a total loss for disposal in accordance with the Association of British Insurers (A.B.I.) code of practice.

If **your motorhome** is disabled through loss or damage insured under this policy **we** will pay:

- the reasonable cost of protection and removal to the nearest suitable repairers
- reasonable cost of delivery to **you** after repair but not exceeding the reasonable cost of transporting **your motorhome** to **your private address** in the British Isles.

Accident recovery

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your motorhome** to the nearest suitable repairers. In the event of an accident as noted above, ring the Claims Helpline, **we** will arrange for the following at no additional cost:

- someone to come out and help. If **your motorhome** cannot be made roadworthy immediately it will be taken to our nearest approved repairer. **Your motorhome** can be taken to a repairer of your choice, if this is nearer, but this may lead to delays in arranging repairs to **your motorhome**. This rescue service also applies when an accident occurs in the Republic of Ireland – ring 1800 535005

Exclusions to Section I of your policy (cont.)

12. Claims arising from the loss of or damage to television, radio and satellite dish aerial fittings and masts, and satellite navigation systems, unless an additional premium has been paid.
13. Damage resulting from **fire** or explosion in connection with the on-board domestic gas supply to privately converted vehicles where the supply is not fitted or serviced in accordance with the Gas Safety (Installation & Use) Regulations 1998.
14. **Theft** or attempted **theft of your trailer** whilst detached from **your motorhome** unless **your trailer** is fitted with a proprietary hitchlock; or a wheelclamp of a proprietary make which surrounds part of the tyre and covers at least one of the wheelnuts.
15. **Thefts** not reported to the Police.

Section I (cont.)

- the onward transmission of any messages on your behalf to a member of your family or a friend.

In providing accident recovery assistance **we** will use reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impracticable.

Hire car, overnight accommodation If **your motorhome** has been disabled through an accident covered under Section I of this policy in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, **We** may, at its discretion, offer **you** or any person permitted to drive as described “5 – Persons or Classes of Persons entitled to drive” in the **certificate of insurance** either:

- a hire car of up to 1600cc for 24 hours subject to the hirers terms and conditions. This period of hire must commence within 48 hours after **your motorhome** was damaged, and excludes fuel costs, parking fees or fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and passengers to reach the end of their journey subject to a maximum of £150. **You** will need to produce receipts in order to claim this.

If **your motorhome** has been stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

New motorhome replacement

We will replace **your motorhome** with a new vehicle of the same make and specification (subject to availability) if within 36 months of purchase new by **you** or **your domestic partner**:

- any repair cost or damage in respect of any one claim covered by the policy is more than or 70% of the vehicles UK list price (excluding vehicle tax and VAT) or
- **your motorhome** is stolen and not recovered.

This replacement vehicle benefit ceases once **your motorhome** has recorded more than 15,000 miles Replacement is subject to:

- **you** or **your domestic partner** own **your motorhome** or are buying it under a hire-purchase agreement or other type of agreement where ownership passes to **you**) and the Financing Company agrees; and
- **you** or **your domestic partner** are the first registered keeper of **your motorhome** or **you** or **your domestic partner** are the second registered keepers of **your motorhome** if **your motorhome** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your domestic partner**, the mileage was less than 250 miles.
- new motorhome replacement does not apply in respect of trailers.

Vehicles sold as ‘ex demonstrators’ and ‘nearly new’ do not qualify for replacement under this section.

Important Note: If you or **your motorhome** do not meet the qualifying criteria set out for New vehicle replacement, or you do not wish us to replace **your motorhome** with a new **motorhome** of the same make, model and specification, the most we will pay is the market value of **your motorhome** at the time of loss or damage.

Uninsured driver promise

If the driver of **your motor caravan** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have had to pay. **We** must be provided with the other driver’s name, their contact details (telephone number or address) and their vehicle registration.

This promise only applies where the driver of **your motorhome** was not at fault for the accident.

Child seat cover

If child seats are fitted in your car and **you** make a claim under this section, **we** will pay the costs to replace them even if there is no apparent damage.

Section I (cont.)

Excesses

Policy excess

If **your motorhome** (including its **accessories**) is accidentally damaged, **you** will have to pay the first £200 of the cost.

If loss or damage is caused by **fire** or **theft**, **you** will have to pay the first £200 of the cost.

If the premium for **your motorhome** has been based on a selected annual mileage as shown in your **policy schedule**, **you** will have to pay the first part of any claim for loss or damage, as indicated below, where this annual mileage limit is exceeded

Mileage exceeded by	Mileage exceeded by
Up to 1000 miles	More than 1000 miles
£350	£600

If the premium for **your motorhome** has been based on **your motorhome** normally being kept overnight at an agreed **storage location**, in the event of a **theft** checks will be made as to the location of the vehicle. If it is established that **your motorhome** is NOT normally kept overnight at an agreed **storage location**, **the insurer** may, without prejudice to other rights to void cover or reject the claim outright or increase the excess payable for any loss or damage to £400.

These excesses apply in addition to any other voluntary or other compulsory excesses that may apply

Glass

If **you** are only claiming for loss of or damage to the glass in **your motorhome's** windscreen, sunroof (glass or perspex), or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the excesses shown above in this section will not apply. **You** will, however, have to pay the first £75 of the cost of glass replacement. This excess for glass:

- overrides any other general excess that would otherwise apply to glass claims.
- will not apply when the glass is repaired rather than replaced

Cover for this section is unlimited provided the windscreen is replaced by Aviva's preferred supplier. A maximum limit of £3000 in any one glass claim applies to all other windscreen replacement providers

liability to third parties

Section II

Your liability

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for an accident causing:

1. another person's death or injury
2. damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
 - a) **your motorhome** including loading and unloading
 - b) any **trailer** while it is being towed by **your motorhome**

The amount payable under 2) above for damage to property is limited to £1,200,000 while **your motorhome** is:

- i) carrying any **high category hazardous goods**
- ii) being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public

Driving other vehicles

We will insure **you** while **you** are driving any other vehicle within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- the vehicle does not belong to **you** or is not hired to **you** under a hire purchase agreement.
- **you** are driving the vehicle with the owner's express consent
- **you** still have **your motorhome** and it has not been damaged beyond cost effective repair
- **you** are aged 25 or above at inception or renewal of this policy
- **your certificate of motor insurance** indicates that **you** can drive such a vehicle

Exclusions to Section II of your policy

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms exclusions and conditions of this policy as far as they can apply. The cover will also not apply if they claim under another policy.
2. to death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**.
3. in respect of loss or damage to property belonging to or in the care of anyone we insure who claims under this section.
4. in respect of damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section.
5. to any loss, damage, injury or death occurring whilst **your motorhome** is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Act.
6. **We** will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the **Road Traffic Acts**:
 1. Terrorism
Terrorism is defined as any act or acts including, but not limited to:
 - a) The use or threat of force and/or violence and/or

Section II (cont.)

We will also pay any expenses for which **you** have our written authority to claim.

In respect of terrorism, where **we** are obliged by the **Road Traffic Acts** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your motorhome** or cars driven or used by **you** or any other person and for which cover is provided under this section will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- (ii) such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

Liability of other persons driving or using your motorhome

We will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or injury to third parties or damage to their property as a result of an accident:

- any person **you** give permission to drive **your motorhome** provided that **your certificate of motor insurance** allows that person to drive.
- any person **you** give permission to use (but not drive) **your motorhome** but only whilst using it for social, domestic and pleasure purposes.
- any passenger travelling in or getting into or out of **your motorhome**
- the employer or business partner of the person using any vehicle for which cover is provided under this section while the vehicle is being used for business purposes permitted under the policy, except that **we** shall not be liable where the vehicle belongs to or is hired by such employer or business partner.

Indemnity to legal personal representatives

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

- b) Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be or occasioned in whole or in part for such purposes

2. Any action taken in controlling, preventing, suppressing or in any way relating to (1) above

In respect of 1 and 2 above, where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or **used by you** or any other person, for which cover is provided under this section, will be:

- 1) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or;
- 2) Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

Section II (cont.)

Legal costs

We will pay the fees and disbursements of any legal representation **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- at a coroners inquest.
- at a fatal accident inquiry.
- in any proceedings brought under the Road Traffic Act or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- appeals
- costs of prosecution awarded against **you** arising from any health and safety enquiry or criminal proceedings for any breach of the
 - Health and Safety at Work etc. Act 1974
 - Health and Safety at Work (Northern Ireland) Order 1978
 - Corporate Manslaughter and Corporate Homicide Act 2007

We will not pay:

- 1) unless proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business
- 2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**
- 3) in respect of proceedings which result from any deliberate act or omission by **you** or any person insured under this policy
- 4) where cover is provided by another insurance Policy.

additional covers

Section III

Injury to you or your domestic partner

If **you** or **your domestic partner** suffer accidental bodily injury in direct connection with **your motorhome** or while getting into, out of or travelling in any other motorhome not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £15,000 if, within three months of the accident, the injury is the sole cause of:

- Death
- Irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears
- **Loss of any limb.**

The most **we** will pay any one person after any accident is £15,000.

The most **we** will pay any one person during any one **period of insurance** is £15,000.

If **you** or **your domestic partner** have any other policies with **us** in respect of any other car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

The cover under this section applies irrespective of fault.

Section IV

Medical Expenses

If **you** or any other person in your vehicle are injured as a direct result of **your motorhome** being involved in an accident, we will pay for:

- the medical expenses arising in connection with that accident. The most we will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

Exclusions to Section III of your policy

This personal accident section does not cover:

1. death or bodily injury arising from suicide or attempted suicide.

Section V

Personal Effects, Luggage and Ancillary Equipment

We will pay you up to the limit shown in your policy schedule for personal effects, luggage or ancillary equipment in or on your motorhome if they are lost or damaged because of accident, fire or theft. The settlement of any claim will be by replacement, repair and/or compensation at our option. We will take into consideration the age, quality, degree of use and consequent market value of items when calculating settlement. This cover is not “new for old”.

The amount payable is dependent upon the value of your motorhome see table below

Vehicle Value	Personal Effects Limit
Less than £15,000	Up to £2,500
More than £15,000	Up to £5,000

Your motorhome value is stated on your Policy Schedule

The maximum amount payable for any one article (or collection of CDs/DVDs) shall not exceed £400 (other than portable generators where the maximum amount payable for any one article shall not exceed £500).

You will have to pay the first £200 of any claim under this section.

You can only make a claim under this section when also claiming under Section I – Loss of or damage to your motorhome.

Section VI

Payments made under compulsory insurance regulations and rights of recovery

If the law of any country in which this policy operates requires us to settle a claim which, if this law had not existed we would not be obliged to pay, we reserve the right to recover such payments from you or from the person who incurred the liability.

Exclusions to Section V of your policy

We will not pay for:

1. Confiscation or detention by HM Customs & Excise or other officials.
2. **Thefts** not reported to the police.
3. Loss of **Personal effects and Luggage** whilst the **motorhome** is left unattended unless there has been forcible or violent entry.
4. Loss of personal effects or **ancillary equipment** occurring whilst **your motorhome** is being stored at any location other than **your private address** or CASSOA facility.
5. Claims arising from loss of, **theft, vandalism**, or damage to money, stamps and coin collections, tickets, documents, securities, contact or corneal cap or micro lenses, livestock, jewellery, furs, articles made of or containing precious metals, watches, binoculars, sports/angling equipment, spectacles, video cameras, photographic and associated equipment, video games and any equipment or accessories relating thereto, computers and associated equipment or accessories, cellular, GSM & Satellite phones, business goods and equipment, pedal cycles, marine equipment and craft, surfboards, sailboards or related equipment or fittings of any kind.
6. The cost of replacing any undamaged items forming part of a set (other than a pair), suite or other article of uniform nature design or colour including carpets when damage occurs to a specific part and replacements cannot be matched.
7. Any item insured elsewhere (for example on a home contents policy).

Section VII

Emergency treatment

We will reimburse any person using **your motorhome** for payments made under the **Road Traffic Acts** for emergency medical treatment. A claim solely under this section will not affect your no claim entitlement.

Section VIII

Vehicle recovery in the event of illness

If the permitted driver of **your motorhome** as shown on your **certificate of insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your motorhome** to **your private address** anywhere in the **Territorial Limits**.

A medical certificate must be produced prior to the provision of this service.

A claim solely under this section will not affect your no claim entitlement.

Section IX

No Claim Entitlement

This policy does not provide a no claim discount, but it does provide no claim entitlement.

If evidence of previous no claim discount is provided to **us, we** will maintain a record whereby **we** can provide evidence of that discount to **you** at a later date should this be needed. If no claims are made while **you** are insured with **us, we** will also provide confirmation of this entitlement. All policies are rated according to claim experience.

Exclusions to Section VIII of your policy

We will not pay for:

1. any incident which occurs outside the **Territorial Limits**
2. any incident where **your motorhome** is within a quarter of a mile of **your private address** or place where **your motorhome** is normally kept
3. any incident where **your motorhome** is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy
4. any incident directly caused by or due to the effects of alcohol or drugs.

Section X

Continental use

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 8 of the EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to the minimum cover, full cover as described by your policy applies in all countries as defined in the **territorial limits** provided:

- **your motorhome** is kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- use of **your motorhome** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man is not of a permanent nature
- **your motorhome** remains in your custody or control. If for any reason **your motorhome** will not be within your custody or control for a period in excess of 48 hours, then **you** must notify your Insurance Advisor in advance. Please refer to Section I of this policy for information on security of stored vehicles.
- The UK is no longer part of the European Union and you will need a Green Card for travel within the territorial limits, other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover includes:

- transit by sea, air or rail in or between countries within the **territorial limits**
- reimbursement of any Customs duty **you** may have to pay after temporarily importing **your motorhome** into any country within the **territorial limits**, subject to your liability arising as a direct result of a claim covered under this policy.
- General Average contributions, salvage charges and Sue and Labour charges whilst **your motorhome** is being transported by sea between any countries within the **territorial limits**.

Section XI

Replacement locks

If the **ignition keys** of **your motorhome** are lost or stolen **we** will pay for the cost of replacing:

- the door locks and/or boot lock
- the ignition/steering lock
- the lock transmitter and central locking interface;

provided that **you** can establish to our satisfaction that the identity or garaging address of **your motorhome** is known to any person who is in possession of **your Ignition keys** or transmitter.

Section XII

Personalised Registrations

Following a total loss claim under Section I – Loss or damage to your motorhome **we** will pay **you** the current fee for transferring your personalised registration plate, where DVLA rules allow.

Exclusions to Section XII

We will not pay:

1. for any loss of value of a personalised registration for whatever reason or any loss of entitlement through non-application or renewal of the retention service

Section XIII

Continental accident recovery

This section provides accident recovery for the **territorial limits** of the policy excluding Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover is provided if **your motorhome** is disabled as a result of an accident covered under Section I of your policy whilst being driven by **you** or any person permitted to drive as described under 'Persons or Classes of Persons entitled to drive' in the **certificate of motor insurance**.

Remember: Always carry all vehicle and insurance documentation when driving and never leave it in an unattended vehicle. If **you** are unfortunate enough to require Accident Assistance, please use these telephone numbers:

Calls from outside the UK: (00 44) 1603 603 744

Calls from within the UK: 0800 028 0038

Once your details have been taken, one of our Personal Incident Managers will ring **you** back, if possible, and explain the appropriate action for your circumstances.

- Onward transportation, if **your motorhome** cannot be repaired within 12 hours, **we** will provide **you** with up to 14 days self-drive car hire (including collision damage waiver, delivery charge and **Green Card** if required), or **we** will pay for standard/second class rail or both, so that **you** and up to 7 passengers are able to continue your journey or return home. Any hired car cannot be brought into the United Kingdom, and we will arrange for a second hire vehicle, costs for which are limited to £250, to get **you** home once **you** return to the United Kingdom.
- repatriation of **your motorhome** to **your private address** or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **your motorhome** cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the **market value** of **your motorhome**.

Continental accident recovery will not cover:

- the cost of any ferry crossings or toll charges
- the cost of spares or parts, petrol, oil, keys or other materials and garage labour
- any vehicle that cannot be recovered by normal trailers or transporters
- the transportation of any vehicle or trailer that contains horses or livestock
- the cost of any self-drive car hire collection charges
- any vehicle which is carrying a dangerous or illegal load.

Section XIII (ii) (cont.)

- emergency repairs to make your vehicle secure again if the windows, windscreen or locks of your vehicle have been damaged by somebody trying to break into it. In this instance **you** must obtain a police report.
- passing an urgent message from our control centre to your relatives or a close business colleague if **your motorhome** cannot be moved as it has broken down or been in an accident, damaged by **fire** or stolen.
- if **your motorhome** cannot be reasonably repaired as a result of **fire** or **theft** which has happened abroad during the journey and it has to be scrapped under Customs supervision in the country where it is situated, or it has been stolen abroad during the journey and has not been found, **we** will pay indemnity against Continental or Irish Customs claims for any liability for duty claimed. This does not include any import duties that do not relate to **your motorhome**.
- Whilst **you** are abroad **we** may, at our discretion, offer **you** or any permitted driver:
 - overnight accommodation expenses for the driver and passengers up to £35 per person per day, subject to an overall maximum of £560 in total. This does not include, however, the cost of meals or drinks.

We will provide emergency assistance by one of our contractors in the event of accident, **fire** or **theft**, or when the only qualified driver is unfit to drive. This cover applies in any country within the **territorial limits**. Every effort is made to ensure a quality service is provided in Eastern European countries but this may not necessarily be of the same standard as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc.

Section XIV

Legal Protection

Legal Protection is provided by DAS Legal Expenses Insurance Company Limited. **You** are now protected by the UK's leading legal expenses insurer. If **you** are involved in a motor accident, face prosecution for a motoring offence, 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**.

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 motor claims centre** or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing the **insured vehicle**, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the **insured vehicle** cannot be driven, **we** can arrange to supply **you** with a comparable replacement hire vehicle until the **insured vehicle** can be repaired.

We will do so only if **you** meet the hire company's terms and conditions of hire. For **us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Please note there may sometimes be circumstances, such as local unavailability, in which **we** are unable to provide a comparable replacement vehicle. In such cases **we** will try to provide an alternative replacement vehicle. If this is not possible **we** will still seek to recover **your uninsured losses** for the loss of use of the **insured vehicle**.

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 also defend **you** against motoring prosecutions, and assist **you** in contract disputes related to the **insured vehicle**.

Definitions

The following definitions only apply to the DAS Drive Ultimate Legal Protection section. The following words have these meanings wherever they appear in this policy in **bold**;

1. appointed representative

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

2. 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

3. countries covered

For insured incidents 1 Uninsured loss recovery and personal injury, 2 Motor prosecution defence and 3 Motor contract disputes

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.

For insured incident 4 Replacement hire vehicle

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

4. 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

Section XIV (cont.)

as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time

5. date of occurrence

(a) For civil cases, 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.)

(b) For motoring offences, the date of the motor offence an **insured person** is alleged to have committed. If there is more than one offence arising at different times, the **date of occurrence** is the date an **insured person** began,

or is alleged to have begun, to break the law

6. insured person

You, and any passenger or driver who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this policy must have **your** agreement to claim

7. insured vehicle

The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).

8. motor claims centre

This centre carries out recovery, hire and repair services and deals with the administration of **your** claim.

9. period of insurance

The period for which **we** have agreed to cover **you**.

10. 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**.

11. 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**.

12. 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 motor insurance to which this policy attaches.

13. vehicle hire costs

The cost of hiring a comparable replacement vehicle for a period or periods **we** agree to. This cost includes motor insurance for the vehicle.

14. we, us, our, DAS

DAS Legal Expenses Insurance Company Limited

15. you, your

The person who has taken out this policy (the policyholder).

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 motoring prosecution, or a motor 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.

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: **reasonable prospects** (other than in respect of

Section XIV (cont.)

insured incident **2 Motor prosecution defence**) exist for the duration of the claim the **date of occurrence** of the insured incident is during the **period of insurance** any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered** 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 and for insured incident **2 Motor prosecution defence, we** must have defended the original motoring prosecution.
- (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**.

Section XIV (cont.)

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 death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**

2. Motor prosecution defence

What is covered

Costs and expenses incurred to defend an **insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.

3. Motor 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, hiring or insurance of the **insured vehicle** or its spare parts or accessories 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

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice

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).

Section XIV (cont.)

4. Replacement hire vehicle

What is covered

We will make the arrangements for vehicle hire for **you** within the **countries covered** and **we** will pay **your vehicle hire costs** following an accident involving the **insured vehicle** and another vehicle, as long as:

- (a) the **insured vehicle** cannot be driven, and
- (b) the accident was entirely the other person's fault.

Provided that:

- (i) **You must agree to us** trying to recover any **vehicle hire costs** in **your** name, and any costs recovered must be paid to **us**.
- (ii) **We** will choose the vehicle hire company and the type of vehicle to be hired.
- (iii) **We** will decide how long a vehicle can be hired for.
- (iv) **You must tell us** as soon as the **insured vehicle** becomes available for **you** to drive again.
- (v) **You must meet** the age and licensing rules of the vehicle hire company **we** choose and must follow any terms and conditions of hire.

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 or **vehicle hire costs** incurred before **our** acceptance of a claim. If **we** agree to pay **vehicle hire costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **we** will not pay any further **vehicle hire costs**. However, **we** will not seek to recover any costs from **you** that **we** have already paid provided the accident details **you** have supplied are true and complete.

What is not covered

Vehicle hire costs if **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or **Vehicle hire costs** when **you** make **your** own arrangements for vehicle hire after an insured incident

Please note there may sometimes be circumstances, such as local unavailability, in which we are unable to provide a comparable replacement vehicle. In such cases we will try to provide an alternative replacement vehicle. If this is not possible we will still seek to recover your uninsured losses for the loss of use of the insured vehicle.

Section XIV (cont.)

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

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

Judicial review

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

7. 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 (d)
- (d) force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- (e) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

8. 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**.

Section XIV (cont.)

(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 between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. 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 **you** and **us** or may be paid by either **you** or **us**.

9. Keeping to the policy terms

An **insured person** must:

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

10. Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

You may also cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Section XIV (cont.)

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11. Fraudulent claims

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

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

12. Claims under this policy by a third party

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

13. Other insurances

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

14. Law that applies

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

Data protection

To comply with data protection regulations **we** are committed to processing **your** 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 **your** name, address, date of birth, email address and, on occasion, dependent on the type of cover **you** have, sensitive information such as medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain **your** personal information either directly from **you**, the **appointed representative** or from the authorised partner who sold **you** the 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 **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How we will use your information

We may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the 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 **you** have, **your** information may also be sent outside the EEA if **you** require a hire car so the service provider can administer this aspect of **your** claim.

We will take all steps reasonably necessary to ensure that **your** 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 **your** 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 **your** 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

Section XIV (cont.)

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 your information?

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

How long will your information be held for?

We will retain **your** personal data for 7 years. **We** will only retain and use **your** personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to cancel **your** policy or request that **we** no longer use **your** personal data, please contact **us** at dataprotection@das.co.uk.

What are your rights?

You have the following rights in relation to the handling of **your** personal data:

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

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

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 **you** are unhappy with the way in which **your** personal data has been processed **you** may in the first instance contact the Data Protection Officer using the contact details above.

If **you** remain dissatisfied then **you** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:-

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

How to make a complaint

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

- phoning **0344 893 9013**
- emailing customerrelations@das.co.uk
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH** completing **our** online complaint form at www.das.co.uk/about-das/complaints

Further details of **our** internal complaint-handling procedures are available on request

Section XIV (cont.)

If **you** are not happy with the complaint outcome or if **we**'ve been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**
- Further information is available on their website: **www.financial-ombudsman.org.uk**

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

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms.

It is not to assess the quality of legal advice.

If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request

general exclusions

general exclusions apply to the whole of your policy

Your policy does not cover the following:

We will not pay for:

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - a. used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**; or
 - b. driven by or is in the charge of any person for the purposes of being driven who;
 - is not described under the section of your **certificate of motor insurance** headed 'Person or classes of persons entitled to drive'; or
 - does not have a valid and current licence to drive **your motorhome** or
 - is not complying with the terms and conditions of the licence; or
 - does not have the appropriate licence for the type of vehicle; or
 - who causes accident, injury, loss or damage arising from a deliberate act.

We will not withdraw this cover,

- i. while **your motorhome** is in the custody or control of;
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or car parking service
- ii. if the injury, loss or damage was caused as a result of the **theft of your motorhome**
- iii. by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
2. Any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist
3. a. Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
b. Any legal liability,
that is directly or indirectly caused by, contributed to by or arising from:
 - i. Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion or nuclear fuel.
 - ii. The radioactive, toxic, explosive and other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Except to the extent that we are liable under the Road Traffic Acts this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - i. war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - ii. any action taken in controlling preventing suppressing or in any relating to i. above

5. Any accident injury loss or damage (except under Section II) arising during (unless it be proved by **you** that the accident injury loss or damage was not occasioned thereby) or in consequence of
 - a. earthquakes
 - b. riot or civil commotion occurring elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
6. Death or bodily injury to any person or damage to property caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable, unintended and unexpected incident during the period of insurance. **We** treat all pollution and contamination arising from one incident as having happened at the time of the incident. This exception does not apply when any compulsory motor insurance legislation operating within this policy's **territorial limits** must be met.
7. any loss or damage arising from a deliberate act by you or any person driving or using your **motorhome**.

general conditions

general conditions apply to the whole of your policy

Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal personal representatives must telephone **us** giving full details of the incident. Any communication **you** receive about the incident should be sent to **us** immediately. **You** or your legal personal representatives must also let **us** know immediately if anyone is to be prosecuted as a result of the incident or if there is to be a fatal injury enquiry
2. **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, we can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the relevant information and assistance necessary for **us** to achieve a settlement. It is **your** responsibility to prove any loss and therefore **we** ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

Cancelling this policy

3. (a) Your right to cancel

Following the expiry of your 14 day statutory cooling off period, **you** continue to have the right to cancel this policy and/or any additional cover options provided by **us** at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover.

It is drawn to your attention that short period premium rates will apply during the first year of your policy, on the basis of the table shown below:

Period not exceeding	Percentage of annual premium charged
One month	25%
Two months	30%
Three months	40%
Four months	50%
Five months	60%
Six months	70%
Seven months	80%
Eight months	90%
Over eight months	100%

If **you** decide to cancel after the first year of your policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a proportionate basis for the period for which **you** received cover, your Insurance Advisor will also charge a fee of £30.00 if the policy is cancelled within the 14 day cooling off period or £35.00 thereafter (plus Insurance Premium Tax, where applicable) to cover the administration costs.

(b) **Our right to cancel**

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options provided by **Aviva**, where there is a valid reason for doing so, by sending at least 7 days' written notice to **you** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due your Insurance advisor will write to **you** requesting payment by a specific date. If your Insurance advisor receive payment by the date set out in the letter your Insurance advisor will take no further action. If your Insurance advisor do not receive payment by this date your Insurance advisor will cancel the policy and/or any additional cover options provided by Us from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where the persons insured fail to co-operate with us or provide us with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "Contract of Insurance and Information and Changes we need to know about" section in this policy booklet and the separate 'Important Information' notices supplied.

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

If **we** cancel the policy your insurance advisor will also charge a fee of £30.00 if the policy is cancelled within the 14 day cooling off period or £35.00 thereafter (plus Insurance Premium Tax, where applicable) to cover the administrative costs.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided us with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

Other insurance

4. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to personal accident benefits under Section III which will be paid under that section.

This provision will not place any obligation upon **Aviva** to accept any liability under Section II which **we** would otherwise be entitled to exclude under Exception 1. to Section II.

Your duty to prevent loss or damage

5. **You** shall at all times take all reasonable steps to safeguard **your motorhome** from loss or damage. **You** shall maintain **your motorhome** in efficient condition and we shall have, at all times, free access to examine **your motorhome**.

Your duty to comply with policy conditions

6. Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and **clauses** of this policy.

Fraud

7. If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

Payments made under compulsory insurance regulations and rights of recovery

8. If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or the person who incurred the liability.

Direct right of access

9. Third parties may contact **us** directly in the event of an accident loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

Change of storage location

10. You must tell **us** immediately if **you** are intending to store **your motorhome** for a period in excess of 48 hours at an address other than the **storage location** disclosed to **us** in **your statement of fact** or at an approved **storage location**. This will not apply if **you** are using **your motorhome** at the time. If **you** fail to notify **us** of any such change of **storage location** your policy may be voided or any claim may be declined.

Change of circumstances

11. **You** must tell **us** immediately if any motorhome which is insured in your name belongs to anyone else or is being used regularly by another person. **You** must also notify **us** if **your motorhome** is up for sale at premises other than your own address.

Mileage

12. **We** reserve the right to establish the mileage on **your motorhome** at any time where your policy has been rated on a selected annual mileage. Where the annual mileage has been exceeded your premium will be increased to that which applies to that mileage. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

Security devices

13. If the premium for **your motorhome** has been based on the vehicle being fitted with an approved security device, evidence of the competent installation of the device will be required if a claim is notified. In the case of tracking devices, evidence of a current air-time agreement will be required.

Long Term Touring & Full Timing

14. This policy is subject to the following conditions:

Policyholders must maintain a full UK residence, either through ownership or long term rental agreement (of at least 9 months) unless a full-timing rate has been agreed and paid.

The address shown on the **policy schedule** must be the one at which the policyholder is on the electoral roll, (unless a full-timing rate has been agreed and paid) and also the one that appears on the driving licence and vehicle documentation.

Your motorhome must at all times have a valid MOT certificate (unless not required due to age of the vehicle) and current UK Road Fund Licence.

Should a copy of a utility bill (as evidence of residence at the address) be requested at any time (inception, mid-term, renewal, in the event of a claim) then one must be provided.

Important Notice – Information we need to know about

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

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

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

16. **Licence Checking**

It is **your** responsibility to ensure that **you** have the correct licence to drive the size of the **motorhome** insured under this **Policy**. **You** must also check the driving licence of **your domestic partner**, or anyone shown on **your Certificate of Motor Insurance** as being entitled to drive **your motorhome** and has **your** permission to drive it and inform **us** of:

- any convictions noted on the licence
- any provisional licence; and
- any licence issued outside the UK

complaints procedure

What to do if you are unhappy

If you have a complaint about any aspect of this insurance, please contact your insurance adviser, whose details appear on your Schedule.

Your insurance adviser may ask Aviva to handle your complaint.

What will happen if Aviva is handling your complaint

If your complaint is not resolved quickly:

Your complaint will be acknowledged promptly.

A dedicated complaint expert will be assigned to review your complaint.

A thorough and impartial investigation will be carried out.

You will be kept updated of the progress.

Everything will be done to resolve things as quickly as possible.

A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where you will find further information.

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