



Caravan Insurance

Terms & Conditions for Essentials policy

Insurance



Please read this Policy and the Schedule and make sure they meet your requirements.
The Schedule, which is part of this Policy, details the Insured and the insurance protection provided.

Contents

Section	Page
Section 1: Essentials Policy	4
Your Cancellation Rights	5
Definitions	5
Policy Cover	7
Settling Claims	9
General Exclusions	10
General Conditions	11
Claims Procedure and Conditions	12
Cancellation	13
Complaints Procedure	14
Section 2: Caravanners' Legal Protection	16

Section 1: Essentials Policy

Welcome to our Essentials policy

This document, the **schedule**, any statement of fact or proposal and any endorsements set out the terms of the contract between **you** and **us**. Please read the policy, **schedule** and any endorsements to make sure they provide the cover **you** require. If they are not correct, or do not meet **your** needs, please immediately return this policy document to the person who arranged this insurance for **you**.

The **schedule** sets out the sums insured (the amount of cover **you** have) and the sections of the policy which apply. If your insurance needs change during the period of insurance please let us know as soon as possible. You must tell **us** about any changes which affect the circumstances of the **caravan**. If **you** don't **your** policy may not be valid.

Your policy is designed to be amended easily and **we** will issue a new **schedule** or endorsement each time the policy is altered.

You must also tell **us** if at any time before a claim the sums insured shown in the **schedule** are not enough. Following a claim **we** can make a cash payment, carry out the necessary repairs, or replace the item.

Our agreement

In return for your premium **we** will insure **you** during the **period of insurance**, under the terms set out in this policy document, the **schedule** and any endorsement **we** have issued.

Signed for and on behalf of AmTrust Europe Limited



K W Wardell
Managing Director

Please keep **your** policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

AmTrust Europe Limited

Registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG. Authorised and regulated by the Financial Services Authority. Member of the Association of British Insurers.



Your Cancellation Rights

You have the right to cancel **your** Policy during a period of 14 days commencing the day of purchase of the contract or the day on which you receive **your** policy documentation whichever occurs the later.

If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so, and if the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover.

To exercise your right to cancel **your** Policy, please contact:

AA Insurance Services, 3rd Floor, The Quadrangle, Imperial Square, Cheltenham, GL50 1PZ.

Please refer to page 13 if **you** wish to cancel your policy after 14 days.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the term of the policy subject to the terms and conditions of the policy and **you** will be required to pay the premium as stated.

Definitions

Certain words in your policy wording are printed in **bold** type and these words and expressions have been given specific meanings as follows:

Caravan

The structure of the touring **caravan** described in the **schedule** together with an awning, fixed motor mover, fixtures and fittings included in the manufacturer's original specification or supplied with the touring **caravan** or fitted by the manufacturer at a later date.

CaSSOA

The Caravan Storage Site Owners' Association.

Contents

Standard caravanning equipment and all additional items **you** would reasonably take with **you** when using **your caravan** including pedal cycles, and portable motor movers.

Geographical limits

United Kingdom (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands) and for any period of no more than 240 days in any one **period of insurance** - the European Union, Norway and Switzerland.

Home

Within the boundaries of **your** permanent place of residence or **your immediate family** permanent place of residence but excluding communal parking areas and any public road or highway.

Immediate family

Spouse, common law spouse, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

In use

When **you** or **your immediate family** are using or visiting **your caravan** for holiday purposes or when the **caravan** is attached to a towing vehicle. This includes a 24 hour period immediately prior to and returning from **you** or **your immediate family** using or visiting **your caravan** for holiday purposes provided the caravan is kept at **your home** during this 24 hour period.

Money

Cash, bank or currency notes, cheques, money and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotion vouchers and air-miles vouchers.

Period of insurance

The period of time covered by the policy as shown in the **schedule**.

Permanent residence

Any **caravan** not occupied by **you** or **your immediate family** for holiday purposes, but occupied by **you** or **your immediate family** as a main domestic residence whether temporary or permanent.

Schedule

The document **we** give **you** which makes the policy valid and shows **your** name, details of your address, the **caravan**, the sums insured, the **caravan storage address** and the policy number.

Storage address

Your home or an address **you** have given **us** and which **we** have accepted.

AAIS

AA Insurance Services Ltd
3rd Floor, The Quadrangle
Imperial Square
Cheltenham
GL50 1PZ
Telephone; 01242 528844

Unattended

When the **caravan** is **in use** and **you** have temporarily moved away from the **caravan**.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers, binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

We, Us, Our, Company

AmTrust Europe Limited
Market Square House,
St James's Street,
Nottingham,
NG1 6FG.
Telephone: 0115 941 1022
Fax: 0115 941 1316
Email: nottingham@amtrusteu.co.uk
Reg No: 1229676

Authorised and regulated by the Financial Services Authority

You, Your, Policyholder

The person(s) named in the **schedule**.



Policy Cover

1. **We** will cover **you** against loss or damage to the **caravan** and its **contents** caused by an insured peril.

Insured perils

- 1 fire, explosion, lightning and earthquake;
- 2 storm or flood;
- 3 accidental damage;
- 4 malicious acts or vandalism;
- 5 theft or attempted theft.

Excluding

- a Theft of **contents** whilst outside the **caravan**.
- b Theft of or loss or damage to **money, valuables**, firearms, wines, spirits and tobacco goods.
- c Theft of or loss or damage to the caravan while the **caravan** is not being used unless it is kept at **your home** or at a **storage address you** have written and told **us** about and which **we** have accepted.
- d Theft of **contents** unless there is evidence of forcible or violent entry or exit to or from the **caravan**.
- e Theft of electronic or electrical equipment whilst left in the **caravan** when it is not **in use**.
- f Accidental damage to **contents** and **valuables**.
- g **We** will not pay for loss or damage to **caravan** generators or damage to the **caravan** resulting from using generators.

Additional extensions

We will pay the extra costs of the following after loss or damage insured by this policy.

a Emergency removal

If **your caravan** cannot be moved as a result of loss or damage while **in use**, **we** will pay the extra costs **you** reasonably have to pay to:

- 1 recover the **caravan** from the scene of a road traffic accident;
- 2 remove the **caravan** from the premises of a recovery company to the secure premises of **our** nearest approved repairer;
- 3 re-deliver the **caravan** to **you** at **your home** or **storage address** as shown in the **schedule**.

b Loss of use

If **you** cannot stay in **your caravan** as a result of loss or damage while **in use** and **you** decide to continue with **your** holiday, **we** may pay the extra costs **you** reasonably have to pay for:

- 1 hotel accommodation costs (not including food and drink) up to £50 a day for up to 14 days; or
- 2 hire costs for a replacement caravan up to £50 a day for up to 14 days.

c Additional contents cover

When the **caravan** is **in use** only, as long as the sum insured is enough to cover the **contents**, **we** will cover outside furniture kept in an awning.

2. Public liability

We will insure any amounts which **you** legally have to pay for causing accidental bodily injury, death or disease, accidental loss or damage to property arising out of **you** owning, possessing or using the **caravan** or the **contents** which happens within the **geographical limits**.

We will also insure defence costs **you** pay or agree to pay with **our** permission as well as the limit of liability for this section. **We** will cover **your** personal representatives entitled to cover under this section for any liability **you** or they may have. However **you** and they must keep to the terms, conditions and exclusions of this section.

We will also cover **you** or **your immediate family** for any legal liability as owner or occupier of the caravan to compensate others if, following an accident during the **period of Insurance**, someone dies, is injured, falls ill or has their property damaged.

We will pay up to £2,000,000 in connection with any one incident.

Excluding

- a **We** will not cover public liability arising directly or indirectly while **you** are towing the **caravan**.
- b **We** will not cover loss or damage to property you own or are looking after or if it is more specifically insured elsewhere.
- c **We** will not pay if the liability that arises from death, injury or illness of **you** or **your immediate family**; loss of or damage to any property **you**, **your immediate family** or **your** domestic employees own or that **you** or they are responsible for.



Settling Claims

1. The caravan

We will either pay the cost of repairing the **caravan** or, if the **caravan** is lost or damaged beyond economical repair, **we** may settle the claim as follows:

a New For Old Cover

If **you** suffer a total loss and the **caravan** is within five years of age from the date of manufacture and **you** have been the only owner, **we** may replace the **caravan** with a new **caravan** of the same make and model. **Your** sums insured must cover the cost of a new **caravan** of the same make and model. **You** must be able to provide the original purchase receipt.

b Agreed Value

If **you** suffer a total loss and the **caravan** is within five years of age from the year of manufacture and **you** have not been the only owner and **you** purchased the caravan from a caravan dealer, **we** may pay the purchase price paid by **you**. **Our** liability shall not exceed the purchase price paid by **you**. If **you** have bought **your caravan** from anybody other than a caravan dealer, **you** must be able to provide a valuation from a caravan dealer showing the original purchase price paid by **you** reflects the market value of the **caravan**. **Your** sums insured must cover the original purchase price paid by **you**.

c Caravans over five years old

If neither a) or b) above apply, **we** may pay the retail value of the **caravan** at the time of the loss or damage (as shown in the current edition of *Glass's Guide to Caravan Values*), less a deduction to reflect pre-accident condition.

2. The contents

We will pay the cost of repairing damaged items or:

- a pay the cost of replacing lost or damaged items by items of similar quality;
- b replace lost or damaged items with items of similar quality.

We may take off an amount for wear, tear, and loss in value.

If the sums insured on the **caravan** and **contents** at the time of loss or damage are less than the cost of replacement less an amount for wear, tear and loss in value, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

General Exclusions

We will not pay for loss or damage:

- 1 To tyres unless caused by an insured peril;
- 2 Resulting from road traffic accidents if the **caravan** is not roadworthy;
- 3 To generators or resulting from using generators;
- 4 Or any legal liability or bodily injury directly or indirectly caused by or arising from:
 - a ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel;
 - b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

We will not pay for loss or damage caused by:

- 1 Faulty workmanship, faulty design or using faulty materials;
- 2 Repairing, restoring, renovating, cleaning or dyeing;
- 3 Electrical or mechanical failure or breakdown;
- 4 Wear, tear or loss of value or any expense or costs that are indirectly caused by the insured peril;
- 5 Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- 6 Water damage or resulting from water leaking in through windows, doors, ventilators, body joints or seals;
- 7 Chewing, scratching, tearing or fouling by animals;
- 8 Deception, unless deception is used only to gain access or entry to the **caravan**;
- 9 Any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
- 10 Pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
- 11 **You** towing **your caravan** if **your caravan** weighs in excess of 100% of the towing vehicle's kerb weight.

We will not pay for:

- 1 The first £150 of each and every claim, unless the loss or damage occurred whilst the **caravan** was stored or permanently parked at a **CaSSOA** site;
- 2 More than £500 for any one single item insured under the **contents** section;
- 3 The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched;
- 4 Loss or damage or legal liability directly or indirectly arising from the **caravan** being loaned, leased or hired to any other person other than **immediate family** members;
- 5 Loss or damage if the **caravan** is being used as a **private residence**;
- 6 Loss or damage or legal liability occurring while the **caravan** is being used in connection with any trade, business or profession;
- 7 Loss or damage which happens before the start of this policy;
- 8 Loss or damage caused deliberately by you;
- 9 Loss or damage if **you** have not notified **us** of any changes to the storage location or security arrangements of the **caravan**.



General Conditions

- 1 **You** must keep to the terms and conditions of this policy.
- 2 It is a condition of this policy that whenever the **caravan** is left **unattended** and detached from the towing vehicle, **you** will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If left **unattended** while attached to the towing vehicle **you** must fit a wheel clamp.
If a twin axle caravan both axles must have a wheelclamp fitted.
- 3 **You** must take all reasonable steps to prevent or reduce loss or damage to the **caravan** and **contents**.
- 4 **You** must maintain the **caravan** in a sound, roadworthy condition and keep it in good repair.
- 5 **You** must not leave awnings up and attached to the **caravan** unless it is **in use**.
- 6 **You** must write and tell **us** immediately of any changes in **your** circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If **you** do not, **your** policy may not be valid.
- 7 **We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and get back any money we have paid to **you** or **your** representative.
- 8 If **your caravan** is deemed beyond economical repair during the **period of insurance** of this policy, all cover will end from the date of the loss and **we** will take premiums **you** owe from any amount **we** pay as **your** claim.
- 9 Under UK law **you** and **we** can choose the law that will apply to this contract. Unless **you** and we have agreed otherwise, this contract will be governed by English law.

Claims Procedure and Conditions

How to Claim:

If **you** wish to make a claim, **you** will need to contact:

AmTrust Europe Limited Claims Hotline
0115 9349818 (9am – 5pm Mon – Fri)

AmTrust Europe Limited
Market Square House
St James's Street, Nottingham NG1 6FG

When submitting a claim form **you** must give **your** policy number. When **you** become aware of an event which is likely to result in a claim under this policy:

1. **You must:**

- a Provide in writing full details of injury or loss or damage as soon as possible and in any event within:
 - seven (7) days if caused by riot or civil commotion; or
 - thirty (30) days if from any other cause.
- b Tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **us** get back and identify the property;
- c Immediately send **us** every letter, claim, writ or summons without answering them;
- d Supply at **your** own expense, all reports, certificates, plans, specifications, quantities information and help **we** ask for;
- e Give **us** all information and evidence, including written estimates and proof of ownership and value, that **we** ask for. **You** must pay any costs involved in doing this.

2. **You must not:**

- a Leave any property for **us** to deal with;
- b Dispose of any damaged items until **we** have had the chance to inspect them;
- c Repair any damaged items until **we** have had the chance to inspect them;
- d Admit liability or promise to make a payment without **our** permission.

3. **We may do the following:**

- a Keep the insured property and deal with the salvage in a reasonable way;
- b Negotiate, defend or settle (in **your** name and on **your** behalf) any claim made against **you**;
- c Prosecute (in **your** name for **our** own benefit), any other person in respect of any amount **we** have paid or must pay;
- d Appoint a loss adjuster to deal with the claim;
- e Arrange to repair the damage to the insured property.

4. **You may do the following:**

- Carry out temporary emergency repairs to make good the **caravan** following damage caused by an insured peril. This is limited to the following without prejudicing **your** position:
- a Necessary boarding up following damage to windows, doors, fan lights and skylights to make the **caravan** secure.

Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.



5. Our rights:

- a **We** may take, or ask **you** to take, any action necessary to get back, from anyone else, any costs **we** have to pay under this policy. **We** may do this before or after **we** pay **your** claim;
- b **We** may take over the defence or settlement of a claim against **you** by another person.

6. Contribution - other insurances

If **you** have any other insurance policies which cover the same loss, damage or liability as this policy, **we** will pay only **our** share of the claim.

Cancellation

We or **AAIS** as **Our** agent may cancel this Policy by sending at least fourteen days written notice to **Your** last known address. **You** will then be entitled to a proportionate refund of premium.

You may cancel this Policy by sending written notice to **AAIS**.

If **You** cancel the policy short period rates will apply to any mid term cancellation, other than for reasons of sale of property or death of insured.

The rates are:

- Up to 2 months from inception or renewal: 25% of annual premium
- Up to 3 months from inception or renewal: 35% of annual premium
- Up to 4 months from inception or renewal: 40% of annual premium
- Up to 5 months from inception or renewal: 50% of annual premium
- Up to 6 months from inception or renewal: 60% of annual premium
- Up to 7 months from inception or renewal: 65% of annual premium
- Up to 8 months from inception or renewal: 75% of annual premium
- After 8 months from inception or renewal: 100% of annual premium.

In the event of a claim no return will be given.

Complaints Procedure

Caring for our Customers

AA Insurance Services and AmTrust Europe's goal is to give an excellent service to all customers but **we** recognise that things do go wrong occasionally. **We** take all complaints received seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

Step 1 – Seek resolution by AA Insurance Services

If **you** are disappointed with any aspect of the handling of **your** insurance we would encourage **you**, in the first instance, to contact the manager concerned. **You** can write or telephone, whichever suits **you**, and ask **your** contact to review the problem. **You** should address **your** complaint to:

The Managing Director
AA Insurance Services Ltd
3rd Floor, The Quadrangle
Imperial Square
Cheltenham
GL50 1PZ
Telephone 01242 528844
Fax 01242 253990

You will receive an acknowledgement within 5 working days of receipt. AAIS aim to resolve complaints, following assessment and investigation as quickly as possible. Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **you** will be contacted with an update and given a expected date of response. This will not be beyond 20 working days from when **you** first made **your** complaint.

If **you** remain unhappy with the decision **you** receive **you** can refer the matter to the Financial Ombudsman Service (FOS), an Independent dispute resolution body (Step 3 on page 15).

Step 2 – Complaints arising from claims made under this policy.

These are the responsibility of AmTrust Europe Limited, and should be referred to them. They will acknowledge **your** complaint within 5 working days of receipt and aim to resolve complaints, following assessment and investigation as quickly as possible. Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **you** will be contacted with an update and given an expected date of response. This will not be beyond 20 working days from when **you** first made **your** complaint.

If **you** remain unhappy with the decision **you** receive, **you** can refer **Your** complaint to the Managing Director. Please write with full details including Policy number and/or claim number, to:

Managing Director
AmTrust Europe Limited
Market Square House
St. James's Street
Nottingham
NG1 6FG

A review of the matter will then be carried out at senior level and a final decision given. If **you** remain unhappy with the decision **you** receive **you** can refer the matter to the Financial Ombudsman Service (FOS), an Independent dispute resolution body (Step 3 on page 15).



Step 3

Refer Your complaint to the Financial Ombudsman Service

If **you** remain unhappy with the final decision of **AAIS** or **us you** can refer the matter to the Financial Ombudsman Service (FOS), an independent dispute resolution body.

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall,

London

E14 9SR

Telephone 0845 080 1800

Fax 020 794 1001

www.financialombudsman.org.uk

The FOS will only consider **your** complaint if **you** have given **AAIS** or **us** the opportunity to resolve it and **you** are an individual buying insurance in a private capacity, a business with a group annual turnover of less than £1million, a charity with an annual income of less than £1million or a trustee of a trust with a net asset value of less than £1million. Please follow the steps below. If, however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral.

Whilst **we** are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

The Financial Services Compensation Scheme (FSCS)

Both AAIS and the consortium of leading UK insurers as detailed in your policy schedule are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme if AAIS or the consortium of leading UK insurers as detailed in your policy schedule cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

For claims against insurers, you are covered for 90% of the claim, without any upper limit.

You can learn more about this scheme at www.fscs.org.uk and by phoning 0207 892 7300.

Section 2: Caravanners' Legal Protection Insurance

Incorporating:

- Caravan Uninsured Loss Recovery
- Caravan Replacement Hire
- Personal Injury Recovery
- Caravan Legal Expenses

Welcome to DAS Caravanners' Legal Protection Insurance

If you are involved in an accident we are here to help you 365 days a year. To make sure that you get the most from your DAS Caravanners' Legal Protection Insurance, please take time to read the policy which explains the contract between you and us. This cover is arranged for you by DAS. If you have any questions or would like more information, please contact Towergate Bakers on 01242 528 844.

It will help you if you keep the following points in mind:

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can, by sending it to us at:

DAS Legal Expenses Insurance Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If you are not sure what to do after an accident, contact Towergate Bakers for advice.

Replacement caravan hire

If the accident was entirely the other person's fault, and your caravan cannot be used, we can usually arrange for you to have a replacement caravan until your caravan can be repaired.

How can we help you if you have uninsured losses

If we have accepted your claim, we aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing your caravan, your insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover your uninsured losses through our Claims Department but sometimes we use appointed solicitors. Claims outside the UK may be dealt with by our Group offices elsewhere in Europe.

For claims over £300 where the driver at fault cannot be traced or does not have valid motor insurance, we will notify the Motor Insurers' Bureau which may be able to help in the event of a claim under this section of the policy. In this event please contact Towergate Bakers who arranged this cover for you, at:

The Quadrangle,
Imperial Square,
Cheltenham
GL50 1PZ

Tel: 01242 528 844

You will only be able to obtain a caravan for hire if you are able to provide DAS with the following information

- full details of the accident
- the name, address and policy or cover note number of the person responsible for the accident.

Hire caravans can only be arranged if DAS are satisfied that the accident was entirely the other person's fault.

If, for any reason, a replacement caravan cannot be supplied, you have the option to borrow or hire a caravan elsewhere. However, this is done at your own risk, although we will make every effort to recover these costs for you and some of the costs may be recoverable against your AA Caravan Insurance Policy.

If you need any other help from us

You can phone us at any time on 0117 934 2070 for legal advice on any personal legal or tax problem.

When we cannot help

We will not be able to help you if we think there is little chance of recovering your uninsured losses. Please do not ask for help from a solicitor or hire a caravan before DAS have agreed.

If you do, we will not pay the costs involved.

We will not pay costs in excess of £250 incurred in the tracing of any person.

Claims against a pedestrian or the owner, keeper, controller or driver of any animal will only be accepted at our discretion.

Problems

We will always try to give you a quality service. If you do have a complaint, please write to our Customer Relations Department at our Head Office address shown below. Or you can phone us on 0117 934 0066 or email us at customerrelations@das.co.uk. Details of our internal complaint handling procedures are available on request.

If you are not happy with our response, you can contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Or you can contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ. (If you use these services, it does not affect your right to take legal action).

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,

DAS House,

Quay Side,

Temple Back,

Bristol

BS1 6NH.

Registered in England & Wales, number 103274.

This is your DAS Caravanners' Legal Protection Policy

We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- any legal proceedings will be dealt with by a court or other body which We agree to in the territorial limit; and
- in civil claims it continues to be more likely than not an Insured Person will recover damages (or other legal remedy) or make a successful defence.

The meaning of words in this section

We, Us, Our

DAS Legal Expenses Insurance Company Limited.

You, Your

The person permanently living or based in the United Kingdom, Channel Islands or Isle of Man, who has taken out this policy.

Insured Person

You, and any other person who is in or on the Insured Caravan with Your permission.

Anyone claiming under this policy must have Your agreement to claim.

Insured Caravan

The caravan which You have paid the premium. Losses suffered by the owner of such a borrowed or hired caravan are not normally covered.

Appointed Lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for an Insured Person under Condition 2 of this section (see page 22).

Legal Costs

All reasonable and necessary costs charged by the Appointed Lawyer on a standard basis. Also the costs incurred by opponents in civil cases if an Insured Person has to pay them, or pays them with our agreement.

Caravan Hire Costs

The cost of hiring a replacement caravan for one continuous period.

Territorial Limit**For Legal Costs:**

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

For Caravan Hire Costs:

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

Territorial Limit**For Legal Costs:**

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

For Caravan Hire Costs:

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

Insured Incidents we will cover

1 We will negotiate for the following:

(a) **Uninsured loss recovery**

To recover an **Insured Person's** uninsured losses and costs after an event which:

- causes damage to the **Insured Caravan** or to personal property in it; or
- injures or kills an **Insured Person** while he or she is in or on the **Insured Caravan**.

(b) **Dispute with your insurer**

Your legal rights in a dispute with **Your** insurer if they refuse to provide cover under a policy covering an **Insured Caravan**.

For these insured incidents **We** will help in appealing or defending an appeal as long as the **insured** person tells **Us**, within the time limits allowed, that he or she wants us to appeal.

Before **We** pay any **Legal Costs** for appeals, **We** must agree that it is always more likely than not that the appeal will be successful.

If an Appointed Lawyer is used, We will pay the Legal Costs for this.

2 Replacement caravan hire

If **You** are unable to use **Your** caravan as a result of an accident within the United Kingdom and need a replacement caravan, **We** will arrange for a replacement caravan from an approved caravan hire operator, as long as:

- the Insured Caravan cannot be used;
- the accident was entirely the other person's fault;
- the Insured Person follows the caravan hire operator's conditions of hire;
- all information provided in respect of the person responsible for the accident is accurate and includes name, address, vehicle registration number and motor insurer's name and address, reference number and full details of the accident.
- You contact Towergate Bakers on 01242 528 844 or, if out of office hours 08705 327 857, quoting Towergate Bakers.

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 in our opinion is £100,000.

What you are not covered for:

- 1 Any claim reported to **Us** more than 180 days after the date an **Insured Person** should have known about the **Insured Incident** (as defined in (1) above).
- 2 Any **Legal Costs** and **Caravan Hire Costs** that are incurred before **We** agree to pay them.
- 3 Any claim relating to a contract (other than your AA Insurance contract) involving the **Insured Caravan**.
- 4 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- 5 The **Insured Caravan** being towed by anyone who does not have valid motor insurance.
- 6 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 7 Any disagreement with **Us** that is not covered by Condition 7 (see page 24).
- 8 Any legal action an **Insured Person** takes which we or the **Appointed Lawyer** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **Appointed Lawyer**.
- 9 **Caravan Hire Costs** if an **Insured Person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or when an **Insured Person** makes his or her own arrangements for caravan hire after an **Insured Incident**.
- 10 Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance
- 11 Apart from **Us**, the **Insured Person** is the only person who may enforce all or any part of the 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.

Conditions

- 1 An **Insured Person** must:
 - a Keep to the terms and conditions of this policy.
 - b Take reasonable steps to mitigate any loss.
 - c Try to prevent anything happening that may cause a claim.
 - d Send everything **We** ask for, in writing.
 - e Give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
- 2
 - a **We** can take over and conduct, in the name of an **Insured Person**, any claim or legal proceedings at any time before an **Appointed Lawyer** is appointed. **We** can negotiate any claim on behalf of an **Insured Person**.
 - b The **Insured Person** is free to choose a lawyer (by sending **Us** a suitably qualified person's name and address) if:
 - i **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent the **Insured Person's** interests in those proceedings;or
 - ii there is a conflict of interest
 - c Before an **Insured Person** chooses a lawyer, **We** can appoint an **Appointed Lawyer**.
 - d An **Appointed Lawyer** will be appointed by **Us** and represent an **Insured Person** according to **our** standard terms of appointment. The **Appointed Lawyer** must co-operate fully with **Us** at all times.
 - e **We** will have direct contact with the **Appointed Lawyer**.
 - f An **Insured Person** must co-operate fully with **Us** and with the **Appointed Lawyer** and must keep **Us** up-to-date with the progress of the claim.
 - g An **Insured Person** must give the **Appointed Lawyer** any instructions that **We** ask for.
- 3
 - a An **Insured Person** must tell **Us** if anyone offers to settle a claim.
 - b If an **Insured Person** does not accept what **We** consider to be a reasonable offer to settle a claim, **We** may refuse to pay further **Legal Costs**.
 - c An **Insured Person** must not negotiate or agree to settle a claim without **Our** approval.
 - d **We** may decide to pay an **Insured Person** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
- 4
 - a If **We** ask, an **Insured Person** must tell the **Appointed Lawyer** to have legal costs taxed, assessed or audited.
 - b An **Insured Person** must take every step to recover **Legal Costs** that **We** have to pay and must pay **Us** any **Legal Costs** that are recovered.
- 5 If an **Appointed Lawyer** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses an **Appointed Lawyer** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Lawyer**.
- 6 If an **Insured Person** stops a claim without **Our** agreement, or does not give suitable instructions to an **Appointed Lawyer**, the cover **We** provide will end at once.
- 7 If there is a disagreement about the way **We** handle a claim that is not resolved through **Our** internal complaints procedure the **Insured Person** can contact the Financial Ombudsman Service for help.
- 8 **We** can cancel this policy at any time as long as **We** tell **You** at least 14 days beforehand. **You** can cancel this policy at any time as long as **You** tell **Us** at least 14 days beforehand.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

- 10 The following conditions apply to any claim for caravan hire costs:
- a An **Insured Person** must agree to **Our** trying to recover any **Caravan Hire Costs** in his or her name and any costs recovered must be paid to **Us**.
 - b **We** will choose the caravan hire company and the type of caravan to be hired.
 - c **We** will decide how long a caravan can be hired for.
 - d An **Insured Person** must meet the age and licensing rules of the caravan hire company **We** choose and must follow any conditions of hire.
- 11 This policy will be governed by English law.

Helpline Services

We provide these services 24 hours a day, seven days a week for the duration of your policy. All Helplines apply to the United Kingdom unless otherwise stated. To help **Us** check and improve **Our** service standards, **We** record all calls, other than for the Counselling service.

When phoning, please quote **Your** policy number **TS0/3678066**. Please do not phone **Us** to report a general insurance claim. Please refer to page 13.

Eurolaw Personal Legal and Tax Advice Service

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

Health and Medical Information Service

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

To obtain assistance from one of the helpline services listed above phone 0117 934 2070.

Counselling

We will provide an **Insured Person** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline phone 0117 934 2121.

We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.

Please quote Policy No: TS0/3678066

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Call to find out more about:

Insurance

- Car Insurance
- Motorcycle Insurance
- Van Insurance
- Classic Car Insurance
- Home Insurance
- Travel Insurance
- Life Insurance
- Pet Insurance
- Caravan Insurance
- Holiday Homes Insurance
- Personal Injury Claims
- Overseas Car Insurance
- Golf Insurance
- Business Insurance

Breakdown

- Breakdown Cover
- European Breakdown Cover

Financial Services

- Credit Card

Other Services

- Driving School
- Maps, Guides and Atlases

Call **0800 21 11 11**
or visit **theAA.com**

You may contact us using Text Relay. Information is also available in large print, Braille and audio on request. Please call for details.

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