

Motor Caravanners



SUNRISER RANGE OF POLICIES

SUNRISER • SUNRISER ADVANTAGE



contents

	Page
Welcome to Comfort Sunriser Insurance	2
Your Cancellation Rights	2
How to Claim	3
Contract of Insurance	3
Definitions	4–5
Section I Loss of or damage to your motor caravan	6–9
Section II Liability to third parties	10–11
Section III Injury to you or your spouse/domestic partner	12
Section IV Medical Expenses	13
Section V Payments made under compulsory insurance regulations and rights of recovery	13
Section VI Emergency treatment	13
Section VII No Claim Discount	13
Section VIII Glass in windscreen, sunroof or window	14
Section IX Replacement locks	14
Section X UK Breakdown Cover	14–17
Section XI European Motor Breakdown	17–27
Section XII Motor Legal Protection	27–31
General Exceptions	32–33
General Conditions	34–35
Customer Service Charter	36
Complaints Procedure	37–38

welcome



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

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 your policy or renewal documentation, whichever is 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 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 you have received cover. There will also be an additional charge of up to £25 (Inclusive of Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

To exercise your right to cancel, please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex RM9 6UR. Telephone 020 8984 0777

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 your policy booklet.

You must also return your certificate of motor insurance immediately following cancellation.

Comfortline MC Assist 0800 0280038

As a Comfort Insurance policyholder you have access to Comfortline MC Assist – 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 **+44 161 866 4114**

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats in the first instance please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex RM9 6UR.

Use of Language

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

How to claim

If you wish to make a claim, phone Comfortline MC Assist 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

You will be sent a statement of fact and contacted by your personal incident manager to confirm the details that you have already provided to Comfortline MC Assist. All you need to do is add any relevant information, check and sign it.

If you are involved in an accident, phone Comfortline MC Assist 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.

If you have selected Horizon Advantage or Horizon Advantage Plus and you require breakdown assistance, again call Comfortline MC Assist and we will arrange for the RAC to be with you as soon as possible.

Important

When telephoning Comfortline MC Assist, 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.

For information on driving abroad and what to do in the event of a breakdown abroad, please refer to pages 17–19 of this policy.

contract

of Insurance

This policy is a contract of indemnity between **you**, the **policyholder** and **the insurer**, Aviva.

In return for payment of the premium by **you**, **we** will provide insurance in accordance with the policy cover shown in the schedule in respect of accident, injury, loss or damage occurring within the **territorial limits** during the period of insurance.

This policy, the proposal and the schedule should be read together and form the contract of insurance.

You should keep a written record (including copies of letters) of any information you give to **the insurer** or Comfort Insurance when you renew this policy.

Law Applicable to Contract

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

- You and the insurer agree otherwise; or
- At the date of the contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Changes we need to know about

Please tell **us** or Comfort Insurance immediately **you** become aware of any changes to your circumstances which may affect this insurance or any other material facts e.g. a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of vehicle or a change of use to the vehicle.

definitions

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

The insured/you/policyholder

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

Your spouse/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.

The insurer/we/us/the company

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

Your motor caravan

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 trailer

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

- A mechanically propelled vehicle
- A horsebox
- A caravan

Not exceeding £3,000

Policy Schedule

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

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 motor caravan**, 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.

Period of insurance

The period of time covered by this policy as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

Market value

The cost of replacing **your motor caravan** with one of similar type and condition.

Clause

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

Fire

Fire, lightning or explosion (including gas explosion)

Theft

Theft or attempted theft

Accessories

Additional or supplementary parts of **your motor caravan** not directly related to its function as a vehicle other than items specifically identified as ancillary equipment or personal effects and luggage. These will include radios and other in-car entertainment, communication equipment and car telephones all of which, however, must form an integral part of the vehicle.

Ancillary Equipment

Free standing awning whilst attached to your motor caravan, safari rooms and general camping equipment.

Personal Effects and Luggage

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

Excess

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

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, 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, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Note – An administration charge applies to the issue of a Green Card.

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.

RAC

Benefits and services are provided by RAC Motoring Services and/or RAC Insurance Limited. RAC Motoring Services (Registered No. 01424399, Registered address: 8 Surrey Street, Norwich, NR1 3NG) in respect of insurance mediation activities only and RAC Insurance Limited (Registered No. 2355834, Registered address: 8 Surrey Street, Norwich, NR1 3NG) are authorised and regulated by the Financial Services Authority within the jurisdiction of the Financial Ombudsman Service and the Financial Services Compensation Scheme. Calls may be monitored and/or recorded.

Storage

Your motor caravan 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

cover for your vehicle

Section 1 Cover

Loss of or damage to your motor caravan

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

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

If **we** elect to repair **your motor caravan**, **we** may use parts which are not supplied or made by the original manufacturer. If any part of **your motor caravan** 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 motor caravan** while these are in or on your motor caravan or while in your private garage. **We** will, however, pay for loss or damage to your vehicle's audio equipment which is away from **your motor caravan** or private garage if such equipment is designed to be removable or partly removable, cannot function independently of your motor caravan and has been temporarily removed for purposes of security or maintenance. Fitted audio/communications equipment and portable telephones whilst connected to a power source in the vehicle are included up to a total value of £500. This limit does not apply to standard equipment that is fitted by the manufacturer.

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

If, to our knowledge, **your motor caravan** is subject to a hire purchase or leasing agreement, any payment for the total loss or destruction of the vehicle will be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

Exceptions to Section 1 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 motor caravan** have been left in or on the vehicle.
3. Loss by deception.
4. Damage to tyres by braking or by punctures, cuts or bursts.
5. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
6. Loss of value following repair
7. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
8. 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.
9. Any loss that is not the direct result of the insured incident itself.
10. Damage arising from domestic animals, moth, vermin or infestation.
11. Damage caused by damp, rust, wet or dry rot or any gradually operating cause, the process of cleaning, washing, repairing or restoring
12. Loss of or damage to any motor caravan which you are driving or using which does not belong to you, is not being bought by you or your partner under a hire purchase agreement or is not leased to you.

Section I (cont.)

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

If **your motor caravan** 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 motor caravan** to your address in the British Isles.

Accident recovery

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

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

Exceptions to Section I of your policy (cont.)

- Cover in respect of fire or theft whilst **your motor caravan** is in storage, unless
 - your motor caravan** is stored at your private address; or
 - your motor caravan** is stored in a securely locked and alarmed building; or
 - your motor caravan** is stored in a securely fenced and locked storage compound with the following minimum protection:
 - security lighting
 - mobile security patrols and/or a resident caretaker or operator of the storage compound whose private dwelling house is immediately adjacent to the sole access point to the storage compound.
 - Your motor caravan** is stored at a CASSOA gold or silver facility.
- 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.
- 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
- 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.

Section I (cont.)

- a hire car of up to 1600cc for 24 hours subject to the hirers terms and conditions. This free period of hire must commence within 48 hours after your motor caravan 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 motor caravan 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 motor caravan replacement

We will replace **your motor caravan** with a new vehicle of the same make and specification (subject to availability) if within 24 months of purchase new by you or your spouse/domestic partner:

- any repair cost or damage covered by the policy exceeds 70% of its list price (including VAT) at the time of purchase: or
- **your motor caravan** is stolen and not recovered.

This replacement vehicle benefit ceases once your motor caravan has recorded more than 12,000 miles

Replacement is subject to:

- **your motor caravan** being owned by you or your spouse/domestic partner or having been purchased by either of you under a hire purchase agreement
- the agreement of any interested hire purchase company
- **you** or your spouse/domestic partner being the first registered owner of the vehicle.

Section I (cont.)

Excesses

Policy excess

If **your motor caravan** (including its **accessories**) is accidentally damaged, you will have to pay the first £200 of the cost. If the vehicle is being driven by a person aged 21 to 24, or by a person aged 75 to 79, or by a person who has held a full driving licence for less than 12 months, you will have to pay the first £400 of the cost. If the vehicle is being driven by a person aged under 21, you will have to pay the first £500 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 motor caravan** has been based on a selected annual mileage as shown in your 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 Up to 1000 miles	Mileage exceeded by More than 1000 miles
£350	£600

If the premium for **your motor caravan** has been based on the vehicle normally being kept overnight in a locked garage or on your driveway or your private land, in the event of a **theft** checks will be made as to the location of the vehicle. If it is established that the vehicle is NOT normally kept overnight at the stated location **the insurer** may, without prejudice to other rights to void cover or reject the claim outright, 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 vehicle's windscreen, sunroof 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

Note the maximum payable in any one glass claims is £2,000

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

- (a) a person's death or injury
- (b) damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause

as a result of an accident caused by:

- **Your motor caravan**
- Any other car or motorcycle driven by **you** in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man which does not belong to you and is not hired to you under a hire purchase or lease agreement, provided that your **certificate of insurance** indicates that you can drive such vehicle
- Any trailer while it is being towed by **your motor caravan**.

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** car 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.

Exceptions 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 exceptions 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 motor caravan** 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. to any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.

Section II (cont.)

Liability of other persons driving or using your motor caravan

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 motor caravan** provided that your certificate of motor insurance allows that person to drive.
- any person **you** give permission to use (but not drive) **your motor caravan**, but only whilst using it for social, domestic and pleasure purposes.
- any passenger travelling or getting into or out of **your motor caravan**
- 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.

Legal costs

We will pay:

- the fees of legal representatives **we** instruct to represent anyone **we** insure under this section at a coroner's inquest or fatal accident enquiry or to defend any proceedings in a court of summary jurisdiction.
- fees for legal representatives **we** instruct to defend anyone **we** insure under this section when proceedings are taken for causing death by dangerous or careless driving.

We will only pay these legal costs if they relate to an incident which is covered under this section.

additional

covers

Section III Injury to you or your spouse/domestic partner

If **you** or your spouse suffer accidental bodily injury in direct connection with **your motor caravan**, we will pay to the injured person £5000 if, within three months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of any limb

The most we will pay any one person after any accident is £5000

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

Exceptions to Section III of your policy

This personal accident section does not cover:

1. death or bodily injury arising from suicide or attempted suicide.
2. anyone who is 75 years old or older at the time of the accident

Section IV

Medical Expenses

If **you** or any other occupant of your vehicle is injured as a direct result of **your motor caravan** being involved in an accident, **we** will pay for the medical expenses in connection with such injury up to the sum of £100 in respect of each person injured.

Section V

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.

Section VI

Emergency treatment

We will reimburse any person using any vehicle which is covered under this policy for payments made under the Road Traffic Acts for emergency treatment.

A payment made under this section will not prejudice your No Claim Discount

Section VII

No Claim Discount

If **you** do not make a claim under your policy, your renewal premium will be reduced in accordance with **our** scale applicable at such time.

No Claim Discount is not earned under a policy issued for less than 12 months.

If **we** consent to a transfer of this policy to another person, No Claim Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

Note

Although your no claim discount may be protected, your premium may still increase if **we** consider, as a result of claims experience or motoring convictions, that the probability of future claims has increased.

Section VIII

Glass in windscreen, sunroof or window

Any payment solely for repair or replacement of glass in the windscreen, roof vents or windows of **your motor caravan** (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice your No Claim Discount.

Section IX

Replacement locks

If the keys or lock transmitter of **your motor caravan** is 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 motor caravan** is known to any person who is in possession of your keys or transmitter.

Your No Claim Discount will not be disallowed solely as a result of a claim under this section.

Section X

UK Breakdown Cover

This section operates if you have selected UK or UK & European Breakdown cover as indicated in your policy schedule. European Breakdown cover applies if you have selected Foreign Use as indicated in your policy schedule.

Cover in the United Kingdom – Breakdown Assistance

This cover is provided by RAC

- In the event of your motor caravan breaking down, please follow these simple steps:
- Telephone RAC on 0800 028 0038
- Advise the operator that you are a Comfort Insurance driver and policyholder.
- Quote your motor caravan Registration Number.
- Advise the operator of the location of your motor caravan and the nature of the fault.

Section X (cont.)

They will then know how to proceed and what form of assistance would be the most appropriate for you.

Remember, always call RAC first. Please do not go ahead and make your own arrangements, as RAC cannot reimburse costs incurred without their prior authorisation, this is not a claim service.

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man through RAC for you or any named person permitted to drive your motor caravan in accordance with your motor insurance certificate.

If your motor caravan breaks down, RAC will arrange for the following at no additional cost:

Roadside Terms and Conditions

Roadside operates in the UK, Isle of Man, Guernsey, Jersey and the Republic of Ireland for You or any named person permitted to drive Your Vehicle in accordance with **Your motor insurance certificate**.

If **you** are stranded on a public highway (or other road or area to which the public has the right of access) because **you** have broken down, We will send an RAC patrol or contractor to help **you**.

We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the breakdown (but not labour at any garage to which the Vehicle is taken). Roadside does not include the cost of parts, fuel or other supplies.

If **we** cannot repair the Vehicle at the roadside, or if repairs are unwise, **we** will take the Vehicle and up to 8 people to a destination of Your choice within ten miles. If **you** have no preferred destination, **we** will take the Vehicle to a nearby garage. If **you** wish the Vehicle to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance.

If Your Vehicle is found after being stolen, and **you** are with it, service will be provided according to Your normal entitlement. If **you** cannot readily get to the Vehicle, **we** will arrange, if practicable, to have it towed to a place of safety and stored until **you** can collect it.

Breakdown assistance will not cover:

- the cost of any ferry crossings or toll charges
- recovery of **your motor caravan** if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned unless this forms part of your insurance claim
- the repair or recovery of **your motor caravan** if it breaks down whilst at the premises of, and in the custody or control of, a motor trader
- the cost of spares, petrol, oil, keys or other materials and garage labour
- the carriage of any livestock which require special transportation facilities
- any vehicle which:
 - is carrying a dangerous or illegal load
 - is carrying more passengers than the vehicle is designed to carry
 - cannot be recovered by normal trailers or transporters, as appropriate to the size of the vehicle
 - any costs which are not directly covered by the terms and conditions of this section.

In providing breakdown assistance **RAC** employees and contractors will use reasonable care and skill when providing the service. **RAC** can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

Section X (cont.)

Please remember the following points about Roadside service:

- **We** will not tow or transport any Vehicle, which, in **our** reasonable opinion, is loaded beyond its legal limit
- If the Vehicle is in a position where **we** cannot work on it or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved

Recovery Terms and Conditions

Recovery has the same terms and conditions as Roadside but with the following variations:

Recovery operates only in the UK, Isle of Man, Guernsey and Jersey.

If **we** cannot get Your Vehicle repaired locally within a reasonable time, **we** will take the Vehicle and up to 8 people to your home or a single address anywhere else. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16. **You** can use Recovery if you are ill, and there are no passengers who can drive the Vehicle, so that you cannot continue Your trip. **You** must show **us** some form of medical certification for this (in these cases, **we** will provide this service as **we** see fit).

Please remember the following points about our Recovery service:

You cannot use Recovery where the Vehicle was broken down or unroadworthy at the time of taking out Your Policy.

You cannot use Recovery as a way to avoid paying repair costs.

We will refuse a second Recovery if the original fault has not been properly repaired.

Recovery does not take effect until 24 hours after you take out your policy.

Roadside does not cover:

- Routine servicing of Your Vehicle
- Replacing tyres or windows
 - Missing or broken keys. **We** will try to arrange the services of a locksmith but **you** will have to pay for them
- The cost of ferry crossings
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates
 - Vehicles, which, according to our patrol or contractor, had broken down or were unroadworthy before **you** took out your Policy
 - Vehicles, which break down within 1/4 mile of Your Home address or where **you** normally keep the Vehicle
 - Contaminated fuel. **We** will arrange for you to be taken to a local garage for assistance, but you will have to pay for the work carried out

You will be responsible for any Vehicle storage charges when You are using Our services.

If there are any animals in Your Vehicle, please note that their onward transportation is at our discretion and solely at **your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.

Section X (cont.)

At Home Terms and Conditions

At Home has the same terms and conditions as Roadside but with the following variations:

At Home is only available in the UK, Isle of Man, Guernsey and Jersey.

At Home allows you to use Roadside within 1/4 mile of your home address or where you normally keep the Vehicle.

At Home does not cover rectifying failed repairs, and does not include a taxi service.

At Home does not take effect until 24 hours after you take out your policy.

Section XI European Motor Breakdown

This section operates if you have selected European Breakdown cover as indicated in your policy schedule. European Breakdown cover applies if you have selected Foreign Use as indicated in your policy schedule.

How to Obtain Assistance

To obtain help in the event of breakdown, accident, fire or theft, or if the only qualified driver is medically unfit to drive, please call the appropriate RAC Control Centre. Please state that you have MC Assist European Motor Breakdown and be ready to give the following information:

1. Your name
2. Your location and telephone number
3. The make and registration number of Your Vehicle.

When travelling on a Journey, please call

UK

0800 028 0038 (freephone)

Republic of Ireland

1 800 535 005 (freephone)

Section XI (cont.)

France & Monaco

0800 259259 (freephone within France and Monaco only)

0472 43 52 45 (pay call)

Rest of Europe

00 33 472 43 52 45 (pay call)

The 'Rest of Europe' number applies from most countries, but some countries require 00 at the beginning of the number replaced with the following:

99 in Serbia and Montenegro

810 in Azerbaijan, Belarus, Georgia, Russia and Ukraine

Mobile phones

Please note mobile phone calls are not covered under the Policy and **we** regret **we** cannot reimburse any costs incurred. **You** are therefore recommended to use a conventional phone wherever possible.

It may not be possible for an RAC Control Centre to call a mobile or car phone but when it is, **you** may still have to pay the cost of any international call.

Some service providers charge for calls to freephone numbers. The regulations on the temporary importation and use of mobile and car phones vary from country to country. Please check with **your** service provider that **your** phone meets the requirements and necessary standards for the countries in which **you** are travelling. In case of difficulty in reaching an emergency number or to check cost please contact **your** service provider, or use a conventional phone.

In the case of difficulty with private telephone subscribers – garages, hotels etc., the French text below indicates that no charge will be incurred by the private subscriber for the telephone call:

Attestation de gratuite d'appel

La Direction Generale des Telecommunications certifie qu'a compter du 1.07.1983, le cout de tout appel telephonique effectue a destination d'un numero commençant par 0800 est automatiquement pris en charge par l'abonne destinataire de cet appel.

Section XI (cont.)

Israel and Iceland:

RAC do not currently operate in Israel and Iceland. In these countries **you** are advised to pay for the services yourself. On your return to the UK you should initiate a claim for the costs to be reimbursed by contacting **RAC** European Support on 08705 49 33 20. All claims must be supported by receipts. Costs that can be claimed will only be those covered by European Breakdown and will not include the cost of spare parts etc.

Breakdowns on continental motorways

If **you** break down on a continental motorway use the roadside emergency telephones. **You** cannot normally call **RAC** Control Centres from these. **You** will be connected to the police or authorised motorway service, who will send a breakdown recovery Vehicle. In France the same procedure applies on motorway service areas

You may have to pay labour and towing charges on the spot and an authorised tariff is normally applicable. However, this will only be to the recovery company's own depot in the case of any tow. These items are covered and **you** should obtain a receipt to claim a refund on your return Home. If **you** are towed from a motorway contact the RAC Control Centre as soon as **you** can if possible from the recovery company's depot

European Motor Breakdown Terms and Conditions

The service covers UK registered cars, light vans, motorised caravans and multipurpose Vehicles (MPVs) carrying up to 8 people in fixed seats and is available throughout Continental Europe (West of the Urals), Mediterranean islands, Turkey and the Republic of Ireland. Caravans and trailers of proprietary make are covered at no additional cost.

The following describes **our** maximum liability under this Policy for each section.

Policy limitations

There is an overall Policy limit of £2500 applied to this Policy in respect of any one breakdown. Please note that you are liable for any costs above the £2,500 limit.

Section XI (cont.)

Limits of Cover

In addition to the overall Policy limit the following limits apply to each section:

- | | | |
|-----|--|---|
| 2. | Roadside assistance | £175 |
| 4. | Additional Accommodation Expenses | £30 per person per day
(£400 Policy limit) |
| 5. | Journey Continuation – Car hire | Maximum 14 days car hire |
| 7. | Vehicle Break-in, emergency repairs | £175 |
| 8. | Accidental damage to or loss of tent | £30 per person per day
(£400 Policy limit) |
| 12. | Collection of Vehicle left abroad for repair | £600 |

The following is a full description of the cover in this Policy. All other claims, losses, circumstances or events are excluded from this Policy. For the avoidance of doubt those matters listed under this section are by way of example only and illustrate some of the main excluded types of claims, losses or events.

Service in UK

1. Roadside assistance and recovery

If, on the outward Journey from Home to the departure port or on the inward Journey from the arrival port to Home, **you** are stranded on a public highway through breakdown, road traffic accident or vandalism to the Vehicle, **we** will :

- (a) provide assistance from RAC Patrol or garage/repair services to repair your vehicle at the roadside if possible, or tow to a local garage for repair.
- (b) if your vehicle cannot be repaired within a reasonable time, provide recovery service to return Your Vehicle and up to eight occupants to Your Home or a nominated repairer in the United Kingdom. If there are more than 5 people this may require two vehicles. An adult must accompany any persons under the age of 16.

EXCLUSIONS

The following is a description of the exclusions applicable to European Motor Breakdown

Your European Motor Breakdown policy does not cover the following: -

Service in UK

1. Roadside assistance and recovery

Any parts used for roadside repairs or the cost of any garage repairs, including labour

Section XI (cont.)

Service whilst abroad

2. Roadside assistance

Subject to a Policy limit of £175

In the event of breakdown **we** will pay for:

- (a) Attendance of local breakdown or garage services to repair the Vehicle at the roadside if possible, or tow it from the place of breakdown or accident to the nearest local repairer where **you** may arrange repairs; or
- (b) a contribution towards labour charges if it is possible to effect repairs necessary to enable the Vehicle to continue the Journey on the same day; or
- (c) inspection fees to confirm that the Vehicle cannot be repaired by your return travel date.
- (d) Storage charges for the Vehicle while awaiting repair or repatriation.

3. Spare parts despatch

We will pay for freight, handling and ancillary charges for despatch of spare parts not obtainable locally and/or the fare for one person to collect parts from the appropriate railway station or airport.

4. Additional accommodation expenses

Subject to a Policy limit of £30 per person per day, with an overall Policy limit of £400.

We will pay for:

A contribution per person per day towards necessary additional (not alternative) accommodation expenses for room only while **you** wait for your vehicle to be repaired, providing the appropriate RAC Control Centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

5. Journey continuation or return Home

This benefit is not available at the same time as section 5 entitled "Additional accommodation expenses".

Service whilst abroad

2. Roadside assistance

Repair costs, including labour, if the Vehicle was in a road traffic accident, damaged by fire or stolen

The cost of parts used for roadside or garage repairs.

The cost of any repairs not directly necessary to enable the Vehicle to continue the Journey on the same day.

Missing or broken keys. **We** will try to arrange the services of a locksmith but you will have to pay for them.

3. Spare parts despatch

The cost of parts themselves, which must be paid on receipt. When telephoning the **RAC** Control Centre **you** will be asked for your credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer

4. Additional accommodation expenses

The costs of meals or any other costs

5. Journey continuation or return Home

Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car

Section XI (cont.)

Subject to a Policy limit of 14 days' car hire, **we** will pay for a contribution to travel expenses to continue the planned Journey during the period Your Vehicle is not roadworthy or return Home by direct route, if the appropriate **RAC** Control Centre can confirm repairs to Your Vehicle will take more than 12 hours or if it is to be repatriated to the United Kingdom.

Expenses can comprise self-drive car hire up to the limit in the "Limits of Cover" section including collision damage waiver and replacement **Green Card** as necessary, or second/standard class rail, or a combination of both.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours. In this event a police report must be obtained. However, this benefit will cease if and when Your Vehicle is recovered in a roadworthy condition.

The **RAC** Control Centre, after consultation with **you**, will decide the best option. This is likely to mean where it is estimated repairs will take only a few days, your party staying and claiming additional accommodation until repairs are completed. **We** may provide hotel accommodation in lieu of hire car benefit up to a maximum of 5 days. If repairs will take longer, a self-drive hire car or other transportation will be arranged to get your party to your destination. When your vehicle is repaired or recovered in a roadworthy condition the cost of a self-drive hire car or other transportation for one person is covered to return to collect it.

We will use our best endeavours to find a vehicle of similar specification to your own to ensure that you can carry the same number of passengers and baggage. But please be aware that this may not be of an exact specification – replacement motor caravans can often be extremely difficult, if not impossible, to locate.

6. Replacement driver

We will pay for:

The cost of providing a replacement driver to drive Your Vehicle and The Parties to Your destination or Home if a registered doctor declares **you** medically unfit to drive and you are the only qualified driver.

The cost of any car hire beyond the period agreed with the appropriate **RAC** Control Centre

Any car hire expenses after your vehicle is repaired except for the direct Journey to return and collect it.

First class rail fares

Any costs under this benefit if they are for service **you** used at the same time as section 5 'Additional accommodation expenses'

International drop charges

6. Replacement driver

We will not pay for the cost of a replacement driver if there is another qualified driver in the party who is fit to drive

Section XI (cont.)

7. Vehicle break-in, emergency repairs

Subject to a Policy limit of £175

We will pay for:

The cost of immediate emergency repairs necessary to make Your Vehicle secure in the event of damage to windows, windscreen or locks caused solely by forcible entry, or attempted forcible entry if **you** report the matter to the police before contacting us or within 24 hours of contacting us, and if **you** have obtained a written report from the police.

8. Accidental damage to or loss of tent

Subject to a Policy limit of £30 per person per day, with an overall Policy limit of £400.

We will pay for:

A contribution to accommodation expenses if during the Period of Cover **you** are camping and your tent is damaged accidentally making it unusable, or it is stolen. Alternatively, **we** may at **our** option authorise the cost of a replacement tent. If your tent is stolen **you** must report the **theft** to the police within 24 hours and obtain a written report.

9. Urgent message relay service

We will pay for:

The cost of relaying urgent messages from the appropriate **RAC** Control Centre to your immediate relatives or close business associates if the Vehicle cannot be driven because of breakdown, accident or fire or it is stolen.

10. Vehicle repatriation to United Kingdom

We will pay for:

- (a) The cost of taking the Vehicle by road transporter from abroad to your home or chosen UK repairer for repair in the UK if the appropriate RAC Control Centre can confirm with the garage that repairs cannot be completed by your planned return date to the United Kingdom and providing the cost is not more than the UK market value of your vehicle.

7. Vehicle break-in, emergency repairs

The cost of repairs if they are not to make your vehicle secure for the reasons stated under section 7

Any repair costs if you do not obtain a police report and submit it with your claim

Repatriation following a claim under section 7

8. Accidental damage to or loss of tent

The cost of meals or any other costs

Damage caused by weather conditions

The cost of a replacement tent not authorised by us

Any costs if your tent was stolen and **you** do not report the theft to the police within 24 hours and obtain a written report.

9. Urgent message relay service

The cost of non-urgent messages or messages to persons not described in section 9 of "Service whilst Abroad"

The cost of relaying any urgent message not arranged through the appropriate RAC Control Centre

10. Vehicle repatriation to United Kingdom Claims for any repatriation not authorised by the appropriate RAC Control Centre;

The cost of repatriation if this is more than the UK market value of your vehicle;

The cost of repatriation if your vehicle is roadworthy.

Section XI (cont.)

- (b) The cost of packing and freighting baggage if the vehicle is declared a 'write-off' by the vehicle's insurers.

Note: When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

Important: If **you** are making a claim against your motor insurers in the event of a road traffic accident, fire, theft or break-in **we** require their agreement before repatriating Your Vehicle. **We** also reserve the right to negotiate with them to reclaim costs incurred.

11. Customs claims indemnity

We will pay for:

Continental or Irish Customs claims for duty if:

- (a) the Vehicle is beyond economic repair as a result of **fire** or **theft** abroad during the Journey and it has to be disposed of abroad under Customs supervision; or
- (b) it is stolen abroad during the Journey and not recovered. **We** will deal with necessary Customs formalities. To arrange, please call **RAC** European Support, 0870 5 49 33 20 Monday–Friday 9am–5pm.

Service after return Home

12. Collection of Vehicle left abroad for repair

Subject to a Policy limit of £600, we will pay for:

The following costs for one person to collect your vehicle, repaired abroad after breakdown:

- (a) Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection; and
- (b) Additional Homeward cross channel ferry fare for the repaired Vehicle and one additional person (calculated by taking the actual fare less the value of any unused Homeward portion of Your original cross channel ticket); and

11. Customs claims indemnity

Any import duties not relating to the Vehicle.

Service after return Home

12. Collection of the Vehicle left abroad for repair

First class rail fares

The cost of any meals

Remember: Always carry all documentation when driving and never leave in an unattended vehicle.

Section XI (cont.)

- (c) Up to £30 per night for single room hotel accommodation necessary to complete the round trip – limited to room only.

Note: The appropriate **RAC** Control Centre will make the sole decision whether Your Vehicle should be repaired abroad for **you** (or someone nominated by **you**) to return and collect. When **you** are advised the Vehicle is repaired and ready for collection **you** must immediately notify RAC European Support. Call 0870 5 49 33 20, Monday–Friday 9am–5pm.

European Motor Breakdown General Terms of Cover

1. Geographical coverage

Continental Europe (west of the Urals)
Mediterranean islands, Turkey and the Republic of Ireland.

2. Receipts

You must also keep relevant original receipts (not photocopies) as they will be needed for any claim.

We may refuse to pay expenses **You** are claiming back if **You** cannot provide original receipts or bills for the items **you** have paid.

3. Credit card details

If a hire car is necessary for **you** to continue Your Journey, **we** will require your credit card details to arrange this. **We** will also require them if **we** arrange a service for **you** which is not covered by your policy or if it exceeds the policy limits. If **you** do not provide us with your credit card details **we** will not be able to provide certain services which will be notified to **you** when credit card details are requested. Your credit card details will also be required as security for the hire car and to cover extras such as top up of the fuel tank when returning the Vehicle. If **you** leave a hire car at a different location to the one arranged by the **RAC** Control Centre **you** must pay any collection charge which may be made.

4. Caravans and trailers

Whilst **we** do our best to find solutions to motoring problems, **we** regret **we** cannot arrange a replacement caravan or trailer in the event of a breakdown or accident damage occurring which cannot be repaired. It is also virtually impossible to hire Vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with the towing Vehicle which cannot be repaired abroad by the return date.

5. Service disruption

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which **we** cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk or by telephoning The FCO Travel Advice Unit telephone number is 0870 606 0290.

6. Authority for repatriation or repair.

If your vehicle is not able to be driven due to a road traffic accident, **fire**, break-in or **theft**, any damage which **you** are entitled to have repaired by your motor insurers must be reported to them immediately. Your insurers must decide whether to authorise repair abroad or have the Vehicle repatriated. **We** cannot repatriate the vehicle unless your insurers first give their permission. **We** also reserve the right to negotiate with them to reclaim costs incurred. If your insurers cannot and do not give such permission then it is **our** decision alone whether to repatriate or repair locally the Vehicle which cannot be driven as a result of a breakdown, or as a result of a road traffic accident, fire or theft, for which **you** do not have fully comprehensive cover.

7. General

Your Policy of breakdown assistance insurance is a contract between **us** and **you**. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made, subject to the Limits of Cover and the applicable Policy terms and conditions.

This Policy is for Residents of the United Kingdom only and covers United Kingdom registered Vehicles only.

Section XI (cont.)

Certain of the benefits and services provided under Your Policy cover are general insurance products as defined under the Financial Services and Markets Act 2000. Benefits are provided by **RAC** Motoring Services company registration number 1424399, whose registered office is at 8 Surrey Street, Norwich, NR1 3NG and / or **RAC** Insurance Limited company registration number 2355834, of the same address.

We will take legal action against anyone who uses our services dishonestly.

If **we** provide service to a child, an adult must accompany the child (a child is any person under the age of 16).

We cannot work on Your Vehicle if it is unattended.

If someone other than **you** calls **us** out **you** will have to pay any costs that go above the terms of cover.

Our employees and contractors will use reasonable skill and care when providing the service.

Except in relation to any claim **you** may have for death or personal injury, if **we** are in breach of the arrangements under this contract, **we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee to carry out Our services in whole, or in part, if **we** are prevented from doing so due to any circumstances beyond **our** reasonable control including, without limitation; the activities of civil or government authorities; industrial disputes; acts of God; or severe weather conditions.

We have the right to refuse to give service and/or cancel your cover if anyone using the service behaves in a threatening or abusive way to **our** staff or contractors.

Your telephone calls to and from **us** may be monitored and recorded for the purposes of staff training and quality assessment. This complies with OfTel regulations.

If the service **you** require is not provided for under these Terms and Conditions, **we** will try, if **you** wish, to arrange it at **your** expense. The terms of, and any payment for, any such service are a matter for **you** and the supplier.

RAC services do not cover vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and / or is not subject to the normal rules of the road.

For example: Vehicles participating in a touring assembly or navigational road rally which takes place on the road or public place and complies with the normal rules of the road, are covered; whereas cover will not be extended to Vehicles which have broken down as a result of a motorsport event which takes place on a permanent, or temporarily constructed, race track or rally circuit.

Vehicle specifications: Assistance is available to **you** when **you** are travelling in a car, van, minibus or motorcycle that complies with the restrictions set out below: Maximum Vehicle weight: 3,500kg (3.5 tonnes) gross Vehicle mass (GVM) Maximum car length: no restriction. Maximum Vehicle length: (all Vehicles except cars). 5.5 metres (18ft) including any tow bar. Maximum Vehicle width: 2.3 metres (7ft 6"). **Motorised caravans do not have vehicle specification restrictions.**

Caravans and trailers: The above specifications in the term above will also apply to the caravan or trailer except the length that must not exceed the following: Maximum caravan or trailer length 7.6 metres (25ft) including tow bar. If the vehicle should break down whilst towing a caravan or trailer **we** will recover your vehicle together with the caravan or trailer. However, if your caravan or trailer breaks down in a way that means it cannot be repaired, **we** will be unable to recover your caravan or trailer unless it can be recovered at the same time as your vehicle. If **you** require the broken down caravan or trailer to be recovered separately **we** can arrange for this service but **you** will be responsible for any costs incurred. **We** would recommend that **you** always carry a serviceable spare tyre and wheel appropriate to your vehicle, caravan or trailer.

Section XI (cont.)

8. Claims procedure and conditions

When providing assistance **we** make every effort to meet on your behalf all costs within the claim limit. However, in some instances **you** may be asked to pay locally and reclaim costs on your return to the United Kingdom.

Claims are handled by **RAC** European Support, RAC House, Brockhurst Crescent, Walsall, WS5 4QZ, telephone 08705 493320. (+44 161 322 1040 from overseas)

If **you** have paid any cost which **you** believe is covered under your policy, please telephone **us** for a claim form immediately on your return Home. When returning your completed claim form **you** should enclose relevant original receipts (not photocopies).

9. Caring for Our customers

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise, however, that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. When this happens, **you** should contact **us** at the following address so that **we** can try and put things right for **you**:

Customer Care
RAC Motoring Services
RAC House
Brockhurst Crescent
Walsall
WS5 4QZ

An acknowledgement that your complaint has been received will be sent to **you** within 5 working days following which your complaint will be investigated on behalf of the Chief Executive.

If your complaint relates to your European Motor Breakdown cover and, after following the above procedure, your complaint has not been resolved to your satisfaction **you** have the right to refer the matter to the Financial Ombudsman at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaint procedure has been exhausted.

Referral to the Financial Ombudsman Service does not affect your right to take legal action against **RAC** Motoring Services and/or **RAC** Insurance Limited.

Section XII Motor Legal Protection

Your Policy Schedule will indicate if you have taken out cover under this Section of the Policy.

Definitions

The following definitions apply only to this section of the policy. The general definitions at the beginning of this policy also apply where appropriate.

Insured	Any authorised occupant of the motor vehicle provided that the full Motor Legal Protection premium has been paid.
Insured Event	A road traffic accident or incident or series of incidents which gives rise to a motoring prosecution occurring during the period of insurance .
Legal Event	The reasonably and properly incurred fees, expenses, costs and disbursements by or on behalf of the insured and authorised by us in pursuing or defending a claim under this section of the policy; and The costs of a third party for which the Insured is either held liable by court order or are agreed by us and which are incurred in connection with legal proceedings covered under this section of the Policy.

Section XII (cont.)

Legal Proceedings	<p>The pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the territory, in respect of a matter covered under this policy; and</p> <p>The defence of a motoring prosecution within a court of criminal jurisdiction in the territory</p>	RAC/Us	<p>RAC Insurance Limited of 8 Surrey Street, Norwich, NR1 3NG acting through RAC Legal Services of Great Park Road, Bradley Stoke, Bristol BS32 4QN.</p>
Legal Representative	<p>The solicitors or other qualified experts appointed by us to act for the Insured in accordance with condition 2 of this Section of the Policy provided that such solicitors or experts satisfy the following conditions:-</p> <ul style="list-style-type: none"> – they agree to fund all disbursements and not to claim for the same until the end of the case; and – they agree not to submit any claim for legal costs until the end of the case and to try and recover all legal costs from the other party in the action; and – they agree to report in writing to RAC on any substantive development in the progress of the case. 	Road Traffic Accident	<p>A traffic accident in the territory involving the motor vehicle occurring during the period of insurance on a public highway or on a private road or a car park to which the public has an uninterrupted right of access for which the insured is not at fault and for which another party is at fault.</p>
Limit of Cover	<p>The maximum amount in respect of the pursuit of Uninsured Losses – £100,000; and the maximum amount in respect of the defence of motoring prosecutions – £20,000. There is no limit on the number of claims made in the period of insurance.</p>	Territory	<p>In the case of assistance in the recovery of uninsured losses and defence against a motoring prosecution - the United Kingdom, Eire or mainland Europe west of the Urals; and</p> <p>In the case of replacement vehicle assistance – the United Kingdom, meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.</p>
Motor Vehicle	<p>Any vehicle which an Insured driver is covered to drive under the Comfort Insurance Policy.</p>	Uninsured Losses	<p>Loss arising out of a road traffic accident where the said loss is not otherwise covered by insurance and either damage occurs to the motor vehicle or any personal effects owned by the insured whilst such property is in or on the motor vehicle or the insured suffers death or bodily injury whilst in or getting into or out of the motor vehicle.</p>
Period of Insurance	<p>The period specified in the Comfort Insurance Policy provided the full Motor Legal Protection premium has been paid.</p>		

Section XII (cont.)

What Is Covered

Recovery of Uninsured Losses (see 1a)
Defence against a motoring prosecution (see 1b)
Replacement vehicle assistance (see 2)
Legal Helpline (see 3)

1. **RAC** will indemnify the **insured** up to the **limit of cover** against the **legal costs of legal proceedings** incurred in connection with:
 - a. the pursuit of a claim for **uninsured losses** directly arising from a **road traffic accident**; and/or
 - b. the defence of a motoring prosecution brought against the **insured** in connection with criminal proceedings following an **insured event** involving the **motor vehicle**. Pleas in mitigation will be supported by **RAC** at **RAC's** sole discretion and only where on conviction the **insured** would be disqualified or suspended from driving.
2. **RAC** may, at their sole discretion and subject to the duty of the Insured to mitigate loss, facilitate the **insured** in hiring a replacement vehicle if the **motor vehicle** is immobilised as a result of a **road traffic accident** and/or whilst it is being repaired.

To qualify for replacement vehicle assistance the **insured** must obtain the following details of the responsible third party;

- (a) Name;
- (b) Address;
- (c) Vehicle registration;
- (d) Insurance company name; and
- (e) Insurance policy number

The **insured** must comply with the Terms and Conditions of the Hire Company selected by **RAC** Legal Services. This will include completion of a hire and credit agreement. The make and model of the replacement vehicle may vary from the **motor vehicle**.

Following the hire of the replacement vehicle **RAC** will indemnify the Insured against the **legal costs of legal proceedings** incurred in connection with the pursuit of a claim for the recovery of the cost of hire as an **uninsured loss**.

3. **RAC** will provide the Insured with initial legal advice via a telephone helpline.

What Is Not Covered

1. Appeals unless the Insured has notified **RAC** in writing of his or her wish to appeal at least ten working days before the deadline for any such appeal and the written approval of **RAC** has been obtained.
2. Claims (including appeals) which, in the opinion of **RAC**, do not have a reasonable chance of success or, in the case of a claim for **uninsured losses**, where in the opinion of **RAC**, there is not a reasonable chance of successfully recovering a substantial proportion of damages which may be awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
3. Legal Costs:
 - a. incurred before **RAC** have confirmed acceptance of the claim in writing;
 - b. exceeding any amount approved by **RAC**;
 - c. incurred following a payment into court or offer to settle by a third party unless **RAC** have authorised the **insured** in writing to continue with the claim after the payment into court or offer to settle or the **insured** is ultimately awarded or settles for more than the amount of the payment in or offer to settle;
 - d. incurred if the **insured** withdraws instructions from the **legal representative** or from the **legal proceedings** unless such withdrawal is approved by **RAC**;
 - e. for any expert witness unless previously agreed by **RAC**;
 - f. incurred where the **insured** is responsible for unreasonable delay which is prejudicial to the claim or where the **insured** fails to give proper instructions in due time to **RAC** or the **legal representative**;
 - g. incurred where the Insured pursues a claim without the consent of **RAC** or in a different manner from that advised by the **legal representative**.

Section XII (cont.)

4. Claims against us or any company or subsidiary of **RAC** plc or claims by the **insured** against any other person covered under this policy.
5. Claims relating to matters for which the **insured** would, but for the existence of this policy, be entitled to indemnity under any other policy.
6. Claims directly, or indirectly, caused by, contributed to or arising from;
 - a. prosecutions which allege dishonesty or violence or which arise from drink or drugs related offences or parking offences;
 - b. any deliberate illegal act or omission of the **insured** or any act which is false or fraudulent in any way;
 - c. faults in the motor vehicle or faulty incomplete or incorrect service, maintenance or repair of the **motor vehicle**;
 - d. a **road traffic accident** occurring during a race, rally or competition.
7. Claims for travelling expenses, subsistence allowances or compensation for absence from work.
8. Applications for Judicial Review.
9. **Legal costs**, fines or other penalties which a court of criminal jurisdiction orders the **insured** to pay.

Conditions

1. To make a claim the Insured must notify **RAC** of the claim in writing as soon as reasonably possible and in any event within 180 days of the **road traffic accident** or **insured event** leading to the claim.
2. On receipt of a claim under this Section of the Policy **RAC** will evaluate the claim, advise on the steps the **insured** should take to pursue the claim and, where appropriate, appoint a **legal representative** from its approved panel to pursue the claim by negotiation.

In the event that the claim is not settled by negotiation and proceedings are necessarily issued, the Insured does not have to continue to instruct the Legal Representative appointed by RAC and may propose another Legal Representative.

If RAC and the Insured are unable to agree on a suitable Legal Representative, RAC will ask the Law Society to name a further Legal Representative. RAC and the insured must accept the Law Society's nomination. In the meantime, **RAC** may appoint a **legal representative** to act on behalf of the **insured** to safeguard his or her interests.

3. During the course of the claim the **insured** must:
 - a. co-operate at all times in the completion of any necessary documentation or provision of information requested either by **RAC** or by the **legal representative**;
 - b. not do anything which may prejudice his or her case or **RAC's** position in respect of the claim;
 - c. take all available steps to recover the **legal costs** in the **legal proceedings**;
 - d. notify **RAC** of any settlement offer made before accepting it.
4. During the course of the claim **RAC** will have the right of direct access to the **legal representative**.

Section XII (cont.)

5. **RAC** have the right to cancel this Section of the Policy at any time by sending the **insured** 7 days written notice of such cancellation. Any such cancellation shall not prejudice any claims under this Section of the Policy occurring before the date of cancellation.
6. **RAC** shall not provide cover under this Section of the Policy if the Insured makes a false declaration when applying for cover.
7. The **insured** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Section of the Policy.
8. The **insured** shall take all reasonable steps to mitigate the losses that flow from a **road traffic accident**.
9. The **insured** shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **RAC**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority.
10. **RAC** may take over and conduct the claim and may, subject to the interest of the **insured**, settle the claim in his or her name.
11. Every written notice or communication by **RAC** shall be sent to the **insured** at the last address known to **RAC** Legal Services.
12. An enquiry or complaint about the terms of this Section of the Policy may be made to RAC Legal Services at Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

If the Insured is not satisfied with the way in which such an enquiry or complaint is dealt with, the matter should be referred in writing to the Managing Director at **RAC** Legal Services.

If your complaint has not been resolved to your satisfaction within 8 weeks you have the right to refer the matter to the Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The Financial Ombudsman Service is an independent body that adjudicates on complaints about general insurance products. Referral to the FOS does not affect your right to take legal action against RAC Insurance Limited.

13. The policy shall be governed and construed in all aspects in accordance with the laws of England and Wales.

To Make a Claim under this Section of the Policy

First notification of this claim must be made to Comfortline MC Assist on 0800 0280038. Comfortline MC Assist will transfer details of your Motor Legal Protection claim to RAC Legal Services who will contact you to confirm receipt.

All future Motor Legal Protection correspondence should be addressed to:

RAC Legal Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN.

To Obtain Legal Advice

Telephone RAC Legal Services on 0870 165 0990

To make sure that we follow your instructions correctly and improve our service to you through training of our staff, we record telephone calls.

RAC may transfer your information outside of the European Economic Area. **RAC** will only do this where it is necessary for performance of a benefit under this Section of the Policy.

This Section of the Policy except the replacement vehicle assistance under section 2 of 'What is Covered' is underwritten by RAC Insurance Limited.

Registered office: 8 Surrey Street, Norwich,
NR1 3NS
Registered in England No. 2355834

RAC Insurance Limited is authorised and regulated by the Financial Services Authority and within the jurisdictions of the Financial Ombudsman Service and Financial Services Compensation Scheme.

general

exceptions

Your policy does not cover the following:

1. Any accident, injury, loss or damage while the vehicle under this policy is being:
 - Used otherwise than for the purposes described under the “Limitation as to Use” section of your **certificate of motor insurance**
 - Driven by any person other than as described under the section of your **certificate of motor insurance** headed “Persons or Classes of Persons entitled to drive” except that cover will not be withdrawn:
 - i) if the injury, loss or damage was caused as a result of **your motor caravan** being stolen or having been taken without your consent or other lawful authority
 - ii) by reason of the person driving not having a driving licence, if you had no knowledge of such deficiency
 - while **your motor caravan** is in the custody or control of a member of the motor trade for the purposes of sale, overhaul, upkeep or repair
 - driven by **you** unless you hold a licence to drive the vehicle insured or have held a licence and are not disqualified from holding or obtaining such a licence
 - driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive **your motor caravan**, has never held one or is disqualified from holding or obtaining such a licence
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, 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.

general

conditions

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 information and assistance necessary for **us** to achieve a settlement.

Cancellation

3. **You** may cancel this policy at any time by returning your **certificate of motor insurance** to **us**. Provided no claim has occurred during the period of insurance **we** will calculate the premium for the period **we** have been insuring you based on pro-rata rates subject to a minimum of two months premium and refund any balance.
We, or any agent appointed by **us** and acting with our specific authority may cancel this policy by sending not less than seven days notice to your last known address. **We** will calculate the premium for the period **we** have been insuring you (based on pro - rata rates) and refund any balance. An administration fee may be deducted from any return of premium. **We** can also cancel this policy straight away if **you** do not pay the premium or any instalment of the premium. **We** will not refund any instalment **you** have paid.

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 **us** 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 motor caravan** from loss or damage. **You** shall maintain **your motor caravan** in efficient condition and we shall have, at all times, free access to examine **your motor caravan**.

Arbitration

6. Except for claims under Section III, where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** according to the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.

Your duty to comply with policy conditions

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

Fraud

8. If any claim is in any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

Change of circumstances

9. **You** must tell us immediately if any motor caravan 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 motor caravan** is up for sale at premises other than your own address.

Mileage

10. **We** reserve the right to establish the mileage on **your motor caravan** 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

11. If the premium for **your motor caravan** 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

customer

service charter

We aim to

- provide a high quality, efficient and effective service;
- respond to all claims within two working days after intimation, either by telephone, letter or visit whichever is the most appropriate;
- settle all claims in a professional and timely manner;

issue payments within five working days of our office agreeing settlement.

complaints

procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of 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.

What will happen if you complain

- We will acknowledge your complaint within 2 working days.
- We aim to resolve complaints following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

If you remain unhappy with the decision you receive from Comfort Insurance or your local branch, you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder so 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 complaint procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1. Seek resolution by Comfort Insurance or your usual Aviva point of contact.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact a manager at Comfort Insurance or the Aviva office handling your insurance. You can write or telephone, whichever suits you, and ask your contact to review the problem.

Step 2. Refer your complaint to Aviva's Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy and/or claim number to:

The Chief Executive UK Insurance
Aviva
8 Surrey Street
Norwich
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given

Step 3. Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800

Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

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, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Comfort Insurance

Comfort House, 8 Goresbrook Road, Dagenham, Essex RM9 6UR

Telephone 020 8984 0777 Fax 020 8984 0666

E-Mail info@comfort-insurance.co.uk

Underwritten by



AVIVA

Aviva Insurance UK Limited

Registered in England No. 99122

Registered Office: 8 Surrey Street, Norwich NR1 3NG

General Insurance PO Box 6 Surrey Street Norwich NR1 3WS

Authorised and regulated by the Financial Services Authority