

Important: Please read and keep it safe

Motorhome Insurance Policy



Motor Claims Helpline from Comfort Insurance

Important

- Please report all accidents to **us** immediately on 0800 0280 038 so **we** can tell **you** what to do next and help resolve any claim.

24 hour assistance, 365 days a year

- Following an accident/emergency
- To make a claim
- For glass breakage/damage
- For Breakdown Assistance (for policyholders who have purchased Horizon advantage cover)

Your Accident/Breakdown card

UK

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

Claims, Breakdown, Glass

0800 0280038

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

Calls may be recorded and/or monitored

Please contact your insurance adviser if you require any additional assistance

Accident card

We recommend you carry these details with **you** in your purse, wallet or mobile phone for use if **you** are involved in an incident covered by this insurance.

Your Accident /Breakdown card

European Overseas

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

Accident/Glass

+44 1603 603 047

Breakdown

0033 4724 35255

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

Calls may be recorded and/or monitored

Please refer to your policy booklet for your territorial limits

It is recommended you take a copy of the European Accident claims form if you are travelling abroad. This can be downloaded from www.comfort-insurance.co.uk/Download

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welcome



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

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 1603 603 047**

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 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 insurance 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.

The following elements form the contract of insurance; please read them and keep them safe: Policy booklet, information on your application and/or statement of fact document, **policy schedule** and any **clauses** in your **policy schedule**, **certificate of motor insurance**, changes to your policy contained in notices issued at renewal. Please keep a record (including copies of letters) of any information **you** give to **the insurer** or Comfort Insurance.

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

Information and changes we need to know about

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

Please tell Comfort Insurance immediately to let **us** know if there are any changes to the information set out in the application form/Statement of Fact, **certificate of motor insurance** or on your **policy schedule**. You must also tell Comfort Insurance immediately to let **us** know about the following changes:

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

If you are in any doubt, please contact your insurance adviser.

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

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

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

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 cancel, **you** will be entitled to a full refund of the premium paid. Comfort Insurance will make an additional charge of £25 to cover the administrative cost of providing the policy.

Alternatively, if **you** wish to cancel 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 for which **you** received cover and Comfort Insurance will make an additional charge of £25 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.

definitions

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

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.

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.

Clause

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

Excess

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

Fire

Fire, lightning or explosion (including gas explosion).

Green Card

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

Hazardous locations

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

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

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

Ignition keys

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

Long term Touring and Full Timing

Use of **Your Motor Caravan** for eight months or more (whether as a single trip or a series of trips) in any one year will be treated (and rated) as long-term touring. If, in addition, you sell or let your UK property you will be treated (and rated) as full-timing. Please refer to the policy conditions on Page 30 for more details.

Loss of any limb

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

Market value

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

Period of insurance

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

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.

Policy Schedule

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

RAC

Benefits and services are provided by RAC Motoring Services and/or RAC Insurance Limited. RAC Motoring Services (Registered No. 01424399, Registered address: RAC House, Brockhurst Crescent, Walsall, WS5 4AW) in respect of insurance mediation activities only and RAC Insurance Limited (Registered No. 2355834, Registered address: RAC House, Brockhurst Crescent, Walsall, WS5 4AW) are authorised and regulated by the Financial Conduct Authority within the jurisdiction of the Financial Ombudsman Service and the Financial Services Compensation Scheme. Calls may be monitored and/or recorded.

Repair quality

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

Road Traffic Acts

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

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.

Territorial limits

Countries where 365 days cover applies and no Green Card is required:

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

All other acceptable countries outside of the EU, a single trip limit of 120 days applies and a Green Card is required.

Theft

Theft or attempted theft.

The insurer/we/us/the company

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

The insured/you/policyholder

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

Your domestic partner

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

Your 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 private address

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

Your trailer

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

- A mechanically propelled vehicle
- A horsebox
- A caravan

Not exceeding £3,000.

cover for your vehicle

Section I Cover

Loss of or damage to your 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.

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

- a) **Your motor caravan** is stored at your private address; or
- b) **Your motor caravan** is stored on the private driveway of a close friend or relative, provided that it forms part of their property (subject to acceptance of postcode)
- c) **Your motor caravan** is stored at a CASSOA storage facility
- d) **Your motor caravan** is stored at a non-CASSOA storage location that has been approved by us.

Exclusions to Section I of your policy

Your policy does not cover the following:

1. Loss of use, wear and tear, depreciation, mechanical, electrical, electronic and computer failures or breakdowns or breakages.
2. Loss or damage arising from **theft** whilst the ignition keys of **your 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.)

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 **we** know that **you** are still paying for **your motor caravan** under a hire purchase or leasing agreement **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

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, the 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:

Exclusions to Section I of your policy (cont.)

13. Cover in respect of fire, theft or vandalism whilst **Your motor caravan** is stored on the road or at a non-approved storage location.
14. 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.
15. 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.
16. 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 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:

- **you** or **your partner** own **your motor caravan** or are buying it under a hire-purchase agreement or other type of agreement where ownership passes to **you**) and the Financing Company agrees; and
- **you** or **your partner** are the first registered keeper of **your motor caravan** or **you** or **your partner** are the second registered keepers of **your motor caravan**, if **your motor caravan** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner**, the mileage was less than 250 miles.

Uninsured driver promise

If the driver of **your motor caravan** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have had to pay. **We** must be provided with the:

- vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details

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

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 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	Mileage exceeded by
Up to 1000 miles	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 claim is £3,000

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 an accident causing:

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

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

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

Driving other vehicles

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

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

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

Exclusions to Section II of your policy

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms exclusions and conditions of this policy as far as they can apply. The cover will also not apply if they claim under another policy.
2. to death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts.
3. in respect of loss or damage to property belonging to or in the care of anyone we insure who claims under this section.
4. in respect of damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section.
5. to any loss, damage, injury or death occurring whilst **your 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.)

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** motor caravan or cars driven or used by **you** or any other person and for which cover is provided under this section will be:

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

Liability of other persons driving or using your 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.

Duty of Care – driving at work, legal costs

We will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against **you** arising from any health and safety enquiry or criminal proceedings for any breach of the
 - Health and Safety at Work etc. Act 1974
 - Health and Safety at Work (Northern Ireland) Order 1978
 - Corporate Manslaughter and Corporate Homicide Act 2007

We will not pay:

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

The limits of cover in respect of such legal fees, expenses and costs are:

- a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 - £100,000
- b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

additional

covers

Section III

Injury to you or your domestic partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your motor caravan** or while getting into, out of or travelling in any other motor caravan, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £5,000 if, within three months of the accident, the injury is the sole cause of:

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

The most **we** will pay any one person after any accident is £5,000.

The most **we** will pay any one person during any one **period of insurance** is £5,000.

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

Section IV

Medical Expenses

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

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

The cover under this section applies irrespective of fault.

Exclusions to Section III of your policy

This personal accident section does not cover:

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

Section V

Personal effects, ancillary equipment and luggage

This section operates if **you** have selected this cover as indicated in **your policy schedule**.

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

If **you** fail to declare the full market value of your property on the proposal form, in the event of a claim **you** will only be entitled to recover from **us** the proportion of the loss that the declared value bears to the total value of your property.

The sum insured by this section can be increased to a maximum of £5000 on payment of an additional premium, and the policy schedule will be amended to show this. Please refer to your policy schedule for details.

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

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

You can only make a claim under this section when also claiming under Section I - Loss or of damage to your **motor caravan**.

Section VI

Payments made under compulsory insurance regulations and rights of recovery

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

Exclusions to Section V of your policy

We will not pay for:

1. Confiscation or detention by HM Customs & Excise or other officials.
2. Thefts not reported to the police.
3. Loss of personal effects resulting from forcible and violent entry occurring while the vehicle is left unattended without being closed and locked.
4. Loss of personal effects or ancillary equipment occurring whilst the vehicle is being stored at any location other than your private address or CASSOA Gold facility.
5. Claims arising from loss of or damage to money, stamps and coin collections, tickets, documents, securities, contact or corneal cap or micro lenses, livestock, jewellery, furs, articles made of or containing precious metals, watches, binoculars, sports/angling equipment, spectacles, video cameras, photographic and associated equipment, video games and any equipment or accessories relating thereto, computers and associated equipment or accessories, cellular, GSM & Satellite phones, business goods and equipment, pedal cycles, marine equipment and craft, surfboards, sailboards or related equipment or fittings of any kind.
6. A vehicle tool kit (provided as standard by the manufacturer) together with DIY hand tools, warning triangle and first-aid kit unless the value of these items does not exceed £200.
7. The cost of replacing any undamaged items forming part of a set (other than a pair), suite or other article of uniform nature design or colour including carpets when damage occurs to a specific part and replacements cannot be matched.

Section VII

Emergency treatment

We will reimburse any person using **your** vehicle for payments made under the **Road Traffic Acts** for emergency medical treatment.

Vehicle recovery in the event of illness

If the permitted driver of **your motor caravan** as shown on your **certificate of insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your motor caravan** to your home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

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

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

Section VIII

No claim discount

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale **we** apply at the time.

Where a claim has been made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless we can recover all sums **we** have paid from those responsible, except where the accident was not your fault and the driver who caused it was uninsured and **you** have provided **us** with:

- the vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details

We do not grant no claim discount for policies running for less than twelve months, If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

Note

We will not reduce your no claim discount where the only payments made are for:

- emergency medical treatment under the **Road Traffic Acts** and Vehicle recovery in the event of illness as provided under Section VII – Emergency treatment

Exclusions to Section VII of your policy

We will not pay for:

1. any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
 2. any incident where **your motor caravan** is within a quarter of a mile of your home address or place where **your motor caravan** is normally kept
 3. any incident where **your motor caravan** is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy
- any incident directly caused by or due to the effects of alcohol or drugs.

Section VIII (cont.)

- repairing or replacing glass in **your motor caravan's** windscreen or windows (or for any scratches on the bodywork caused directly by the broken glass).
- Replacing locks, alarms or immobilisers following your **ignition keys** being lost or stolen as provided under Section X – Replacement locks

Third parties may claim directly against **us** as insurer in the event of an accident involving **your motor caravan** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** will deal with any claim, subject to the terms and conditions of your policy. This may effect your no claim discount.

You are reminded of your responsibilities to report any accident, loss or damage to **us** as soon as possible so we can tell you what to do next and help resolve any claim.

Section IX

Continental use

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

- any country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

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

- **your motor caravan** is kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- use of **your motor caravan** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man is not of a permanent nature
- the vehicle remains in your custody or control. If for any reason your vehicle will not be within your custody or control for a period in excess of 36 hours, then **you** must notify Comfort Insurance in advance. Please refer to Section I of this policy for information on security of stored vehicles.

Cover includes:

- transit by sea, air or rail in or between countries within the **territorial limits**

Section IX (cont.)

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

If you take your motor caravan abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your certificate of motor insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain places by special request, in which case **we** will provide **you** with a **Green Card** and an additional premium will be required. Comfort Insurance can provide **you** with our Driving on the Continent information sheet.

Section X

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.

Section XI (i) UK Breakdown

Horizon Advantage Benefits

Breakdown assistance

This section only operates if **you** have selected Comfort Horizon Advantage cover as indicated in your policy schedule.

Cover under this section is provided by RAC Motoring Services and/or RAC Insurance Limited. Cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man for **you** or any person permitted to drive as described under '5 – Persons or Classes of Persons entitled to drive' in the certificate of motor insurance. If your vehicle, or a trailer being towed by it, breaks down, ring the Comfortline M C Assist Helpline and RAC will arrange for the following at no additional cost:

Your vehicle

- someone to come out and help. If your vehicle cannot be repaired immediately it will be taken to a nearby garage or a closer one of your choice where **you** can arrange for repairs to be made
- assistance if your vehicle will not start while parked at home. If your vehicle cannot be repaired immediately it will be taken to your local garage. If your vehicle needs to be towed it must display a valid road tax disc. In addition, RAC will arrange for one of the following options, at no additional cost, if your vehicle breaks down away from home and cannot be repaired within a reasonable time:
 - onward transportation for the driver, your vehicle, up to seven passengers and any trailer on tow at the time, to the destination of the driver's choice, in one non-stop journey. This facility may also be provided if the driver falls ill and there are no passengers who can drive the vehicle so that the journey cannot be completed. In these circumstances it will be at the discretion of RAC whether this service is offered. Some form of medical certification will be required; or
 - a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions to enable **you** to complete your journey. This excludes fuel costs, parking fees and 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 up to four passengers to reach the end of their journey subject to a maximum of £150 in order to complete the journey.

Breakdown assistance will not cover:

- the cost of any ferry crossings or toll charges
- the recovery of any car 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 any car if it breaks down at the premises 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
 - is carrying a dangerous or illegal load
 - cannot be recovered by normal trailers or transporters.any vehicle which:
 - dangerous or illegal load/cannot be recovered by normal trailers

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 XI (ii)

Continental breakdown and accident recovery

This section provides breakdown cover and accident recovery for the territorial limits of the policy excluding Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, although the breakdown service will be provided if **you** are on route to or from a port immediately prior to or subsequent to travelling abroad.

Cover is provided in the specific instances below by RAC Motoring Services and/or RAC Insurance Limited and is subject to an overall limit of £2,500.

RAC will arrange for the following:

- (a) If your vehicle breaks down, or
- (b) Is disabled as a result of an accident covered under Section 1 of your policy whilst being driven by **you** or any person permitted to drive as described under 'Persons or Classes of Persons entitled to drive' in the certificate of motor insurance.

Whilst **you** are in the UK:

- a self-drive hire car, including collision damage waiver and a replacement Green Card if necessary up to a value of £750, if:
 - as a result of a road accident, fire or theft within seven days before your departure, your vehicle cannot be repaired or recovered (in the case of theft) in time for the journey; or
 - your vehicle breaks down on the way to the port **you** are leaving from and RAC confirms that it cannot be repaired the same day.Please note that any hired vehicle provided in the UK cannot be taken abroad. Once **you** are abroad the cover stated under section 'Whilst **you** are abroad' will be provided.

Whilst **you** are abroad:

- emergency roadside assistance up to a maximum of £500 (not including the cost of any parts). If your vehicle cannot be repaired immediately it will be taken to a nearby garage. In the event of a breakdown we will pay either:
 - a contribution towards labour charges if it is possible to repair your vehicle to enable **you** to continue your journey on the same day, or
 - inspection fees to confirm your vehicle cannot be repaired by your return travel date.

Continental breakdown and accident recovery will not cover:

- the cost of any ferry crossings or toll charges
- the cost of 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 cost of spares or parts, petrol, oil, keys or other materials and garage labour
- any vehicle that cannot be recovered by normal trailers or transporters
- breakdown due to lack of oil or water, frost damage, rust or corrosion, or unserviceable/unroadworthy tyres.
- the transportation of any vehicle or trailer that contains horses or livestock
- the cost of any self-drive car hire collection charges
- any cost arising from an incident not reported to our control centre
- the cost of any meals or any other extra hotel costs
- any vehicle which is carrying a dangerous or illegal load.

Section XI (ii) (cont.)

- onward transportation, if your vehicle cannot be repaired within 12 hours, we will provide **you** with up to 14 days self-drive car hire (including collision damage waiver, delivery charge and Green Card if required), or we will pay for standard/second class rail or both, so that **you** and up to 7 passengers are able to continue your journey or return home. Any hired vehicle cannot be brought into the United Kingdom, and we will arrange for a second hire vehicle, costs for which are limited to £250, to get **you** home once **you** return to the United Kingdom. RAC will use its best endeavours to find a vehicle of similar, but not exact, specification as your own vehicle to ensure that **you** can carry the same number of passengers and amount of luggage. Please be aware that this may not be of an exact specification – replacement motor caravans can often be difficult, if not impossible, to locate.
- a replacement driver, if a registered doctor declares the only qualified driver is medically unfit to drive and there are no passengers who can legally drive the car to complete the journey. In these circumstances it will be at the discretion of RAC whether a replacement driver is provided, to enable **you** to reach your destination or return home.
- repatriation of the vehicle to your home address or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if your vehicle cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the market value of your vehicle.
- emergency repairs to make your vehicle secure again if the windows, windscreen or locks of your vehicle have been damaged by somebody trying to break into it. In this instance **you** must obtain a police report.
- passing an urgent message from our control centre to your relatives or a close business colleague if your vehicle cannot be moved as it has broken down or been in an accident, damaged by fire or stolen.
- if your vehicle cannot be reasonably repaired as a result of fire or theft which has happened

abroad during the journey and it has to be scrapped under Customs supervision in the country where it is situated, or it has been stolen abroad during the journey and has not been found, we will pay indemnity against Continental or Irish Customs claims for any liability for duty claimed. This does not include any import duties that do not relate to your vehicle. Whilst **you** are abroad RAC may, at its discretion, offer **you** or any permitted driver:

- overnight accommodation expenses for the driver and passengers up to £35 per person per day, subject to an overall maximum of £560 in total. This does not include, however, the cost of meals or drinks.
- If **you** are intending to camp but your tent is stolen or accidentally damaged so that **you** cannot use it, we will pay up to £35 per person each day towards accommodation expenses to a total of £560 or, in certain circumstances, authorise the cost of a replacement tent. This does not include any damage to your tent caused by weather conditions, or any cost if your tent was stolen and **you** do not get a police report.

If we have agreed to an extension of the territorial limits and **you** have been issued with an international motor insurance card (Green Card) the breakdown cover outlined above is extended to apply to these countries, but only for the period shown in the Green Card. 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 impractical. We will provide emergency assistance by one of our contractors in the event of vehicle breakdown, accident, fire or theft, or when the only qualified driver is unfit to drive. This cover applies in any country within the territorial limits or any other country where we have agreed to an extension of cover and have issued **you** with a Green Card. Every effort is made to ensure a quality service is provided in Eastern European countries but this may not necessarily be of the same standard as in Western Europe. The situation varies from country to

Section XI (ii) (cont.)

country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, 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 Cover in Europe.

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

Calls from outside the UK:
(00 44) 1603 603 047

Calls from within the UK:
0800 028 0038

France & Monaco:
0800 290 112

Rest of Europe:
00 33 472 435 255

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

You should be aware that the RAC does not operate services in Israel, Iceland, Morocco or Tunisia. In these countries you are advised to pay for the services you receive yourself. Upon your return to the UK you should initiate a claim for the costs to be reimbursed by contacting RAC European Support on 08705 493320. All claims must be supported by valid receipts. Costs that can be claimed will only be those covered by European Breakdown and will not include the cost of spares etc.

Section XII

Motor Legal Protection

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 Costs

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.

Legal proceedings

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

The defence of a motoring prosecution within a court of criminal jurisdiction in the **territory**.

Legal representative

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:-

- 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.

Limit of cover

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**.

Motor vehicle

Any vehicle which an insured driver is covered to drive under the Comfort Insurance Policy.

Period of insurance

The period specified in the Comfort Insurance Policy provided the full Motor Legal Protection premium has been paid.

RAC/Us

RAC Insurance Limited of 1 Forest Road, Feltham TW13 7RR acting through RAC Legal Services of Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Road traffic accident

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.

Territory

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

In the case of replacement vehicle assistance – the United Kingdom, meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Section XII (cont.)

Uninsured losses

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**.

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.

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.

Section XII (cont.)

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.
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.
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**;

Section XII (cont.)

- 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.

Section XII (cont.)

Conditions applying to Section XII

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**.
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.

Section XII (cont.)

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: RAC House, Brockhurst Crescent, Walsall, WS5 4AW. Registered in England No. 2355834. RAC Insurance Limited is authorised and regulated by the Financial Conduct Authority and within the jurisdictions of the Financial Ombudsman Service and Financial Services Compensation Scheme.

general

exclusions

general exclusions apply to the whole of your policy

Your policy does not cover the following:

We will not pay for:

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

We will not withdraw this cover,

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

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

general

conditions

general conditions apply to the whole of your policy

Claims procedure

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

Cancellation

3. Following the expiry of your statutory cooling off period, **you** continue to have the right to cancel your policy at any time during its term. If **you** wish to cancel, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered.

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

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

If **you** decide to cancel after the first year of your policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover, and Comfort Insurance will make an additional charge of £25 to cover the administrative cost of providing the policy.

If a claim (other than windscreen claim not exceeding £1,000) has occurred during the period for which **you** received cover then no return premium will be made.

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy by sending 7 days notice to your last known address. **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. If **you** do not pay the premium (or any part of the premium under the payment option **you** have chosen) by the due date, **we** may cancel this policy with effect from the end of the last period for which a payment has been made.

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

Additional Covers – Refund of Premiums

4. If **you** have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period.

Other insurance

5. 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

6. **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

7. 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

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

Fraud

9. 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.

Payments made under compulsory insurance regulations and rights of recovery

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

Direct right of access

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

Change of storage location

12. You must tell us immediately if you are intending to store **Your Motor Caravan** for a period in excess of 36 hours at an address other than the storage address disclosed to **us**. This will not apply if you are using **Your Motor Caravan** at the time. If you fail to notify us of any such change of storage address your policy may be voided or any claim may be declined.

Change of circumstances

13. **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

14. **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

15. 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.

Long Term Touring & Full Timing

16. This policy is subject to the following conditions:

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

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

The motor caravan must at all times have a valid MOT certificate (unless not required due to age of the vehicle) and current UK road fund licence & tax disc.

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

Important Notice – Information we need to know about

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

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

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

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 Promise of Service

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 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 promptly.
- We aim to resolve all complaints 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.

What to do if you are unhappy

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

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

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

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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.

important

information

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, 10th Floor, Beaufort House, 15 Botolph Street, London EC3A 7QU.

Use of Language

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact, Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex, RM9 6UR. Telephone 020 8984 0777.

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

Law Applicable to Contract

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

- i) **You** and the insurer agree otherwise; or
- ii) 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.

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



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