

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](http://www.comfort-insurance.co.uk/Download)

# contents

	Page
<b>Welcome to Comfort Insurance</b>	2
<b>How to Claim</b>	2
<b>The Contract of Insurance and Information and changes we need to know about</b>	3
<b>Useful information about your policy</b>	4
<b>Definitions</b>	5–6
<b>Section I</b> Loss of or damage to your motor caravan	7–9
<b>Section II</b> Your liability	10–11
<b>Section III</b> Injury to you or your domestic partner	12
<b>Section IV</b> Medical Expenses	12
<b>Section V</b> Personal effects, luggage & ancillary equipment	13
<b>Section VI</b> Payments made under compulsory insurance regulations and rights of recovery	13
<b>Section VII</b> Emergency treatment	14
<b>Section VIII</b> No claims entitlement	14
<b>Section IX</b> Continental use	15–16
<b>Section X</b> Replacement locks	16
<b>Section XI</b> Personalised Registrations	16
<b>Section XII</b> Breakdown	17–20
<b>Section XIII</b> Legal Protection	21–23
<b>General Exclusions</b>	24–25
<b>General Conditions</b>	26–29
<b>Customer Service Charter</b>	30
<b>Complaints Procedure</b>	31

# 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 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 – 20. of this policy.

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

### Contract of Insurance

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

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

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

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

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

### Renewal of the contract of insurance

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

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

### Information and changes we need to know about

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

Please tell Comfort Insurance immediately to let **us** know if there are any changes to the information set out in the **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 Comfort Insurance.

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.

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

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

## **Useful information about your policy**

### **Your Cancellation Rights**

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

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

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. There will also be a fee of up to £25.00 (plus Insurance Premium Tax, where applicable) to cover our administrative costs.

To cancel, please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex, RM9 6UR or 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 this policy booklet.

**You** must return/surrender all valid **certificates of motor insurance** immediately following cancellation.

### **Choice of Law**

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

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

### **Customers with Disabilities**

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

### **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](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St 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.

### **Telephone Call Recording**

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

# definitions

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

## **Accessories**

Additional or supplementary parts of **your motor caravan** not directly related to its function as a **motor caravan** 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 **motor caravan**.

## **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 nine months or more (whether as a single trip or a series of trips) in any one year will be treated (and rated) as long-term touring. If, in addition, **you** sell or let your UK property **you** will be treated (and rated) as full-timing. Please refer to the policy conditions on Page 29 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 **policy schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

### **Personal Effects and Luggage**

The property of **the insured's** or members of **the insured's** family whilst contained in the **motor caravan** 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.

### **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).

### **Theft**

Theft or attempted theft.

### **The insurer/we/us**

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

### **The insured/you/policyholder**

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

### **Vandalism**

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

### **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 motor caravan'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 **your motor caravan** 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 **your motor caravan** or **your motor caravan** has been left unattended with the engine running.
3. Loss by deception.
4. Damage to tyres by braking or by punctures, cuts or bursts.
5. Loss 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. Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
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 domestic 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 **your motor caravan** 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 private address** in the British Isles.

### Accident recovery

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your 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 1998.
16. **Theft** or attempted **theft of your trailer** whilst detached from **your motor caravan** 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.
17. **Thefts** not reported to the Police.

## 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 36 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 15,000 miles

Replacement is subject to:

- **you** or **your domestic 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 domestic partner** are the first registered keeper of **your motor caravan** or **you** or **your domestic 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 domestic partner**, the mileage was less than 250 miles.

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

### 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 **your motor caravan** 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 **your motor caravan** 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 **policy schedule**, **you** will have to pay the first part of any claim for loss or damage, as indicated below, where this annual mileage limit is exceeded

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

If the premium for **your motor caravan** has been based on **your motor caravan** 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 **your motor caravan** 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 or increase the excess payable for any loss or damage to £400.

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

### Glass

If **you** are only claiming for loss of or damage to the glass in **your motor caravan'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 costs 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 in 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 under this policy
- 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 domestic 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 domestic partner** have any other policies with **us** in respect of any other car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

### 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.

## Section V

### Personal Effects, Luggage and Ancillary Equipment

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, luggage or ancillary equipment** 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 **your 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** following forcible and violent entry occurring while the vehicle is left unattended.
4. Loss of personal effects or **ancillary equipment** occurring whilst **your motor caravan** 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. 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 motor caravan** 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 private 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 Claims Entitlement

This Policy does not provide a no claims discount, but it does provide no claims entitlement. If evidence of previous no claims discount is provided to **us**, **we** will maintain a record whereby **we** can provide evidence of that discount to **you** at a later date should this be needed. If no claims are made while **you** are insured with **us**, **we** will also provide confirmation of this entitlement. All policies are rated according to claims experience.

### 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 private 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
4. any incident directly caused by or due to the effects of alcohol or drugs.



## 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
- **your motor caravan** remains in your custody or control. If for any reason **your motor caravan** 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.
- All countries within the territorial limits have agreed that a **Green Card** is not necessary. For travel outside the **territorial limits** a single trip limit of 120 days applies and **Green Card** cover is required.

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

**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.

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary. For travel outside the **territorial limits** we may be prepared to extend cover to certain places by request, in which case **we** will provide **you** with a **Green Card** and an additional premium will be required. A single trip limit of 120 days applies to this cover. Comfort Insurance can provide **you** with our Driving on the Continent information sheet.

## Section X

### Replacement locks

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

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

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

## Section XI

### Personalised Registrations

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

### Exclusions to Section XI

**We** will not pay:

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

## Section XII (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 motor caravan**, 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 motor caravan

- someone to come out and help. If **your motor caravan** 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 motor caravan** will not start while parked at home. If **your motor caravan** cannot be repaired immediately it will be taken to your local garage. In addition, **RAC** will arrange for one of the following options, at no additional cost, if **your motor caravan** breaks down away from **your private address** and cannot be repaired within a reasonable time:
- onward transportation for the driver, **your motor caravan**, up to seven passengers and **your 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 **your motor caravan** 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 XII (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 motor caravan** 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 motor caravan** 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 motor caravan** 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 motor caravan** to enable **you** to continue your journey on the same day, or
  - inspection fees to confirm **your motor caravan** 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 XII (ii) (cont.)

- onward transportation, if **your motor caravan** cannot be repaired within 12 hours, **RAC** will provide **you** with up to 14 days self-drive car hire (including collision damage waiver, delivery charge and **Green Card** if required), or **RAC** 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 **your motor caravan to your private address** or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **your motor caravan** 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 motor caravan** cannot be moved as it has broken down or been in an accident, damaged by **fire** or stolen.
- if **your motor caravan** 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, **RAC** 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 motor caravan**. 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 **RAC** 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. **RAC** 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

## Section XII (ii) (cont.)

may not necessarily be of the same standard as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc.

### **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 XIII

### Motor Legal Protection

#### Definitions

The following definitions apply only to this clause.

The general definitions in this policy also apply where appropriate.

#### Insured person

1. You.
2. Any authorised driver or any person permitted to drive as described under '5 – Persons or Classes of Persons entitled to drive' in the certificate of motor insurance provided that person holds a valid driving licence.
3. Passengers carried in your motor caravan whilst it is being driven by an authorised driver in accordance with the terms of the policy.

#### Us/We/Our

Victor Millwell Insurance Agency Limited and its associated trading names.

#### Our Legal Services

Legal services and advice will be provided by a selected organisation on behalf of Us. For the purposes of this section "Victor Millwell" will mean the organisation specifically selected to offer you this service.

#### Legal Representative

The solicitors, or other qualified experts, appointed by Us to act for an insured person, provided such solicitors or other qualified experts satisfy the following conditions

1. they agree to fund all disbursements and not to claim for same until the end of the case;
2. they agree not to submit any claim for legal costs until the end of the case and to try to recover all such legal costs from the other party in the action;
3. they agree to report in writing to Us on any substantive development in the progress of the case.

#### Legal proceedings

1. The pursuit of a claim for damages either by negotiation or by civil court, tribunal or arbitration proceedings within the **territorial**

**limits** in respect of a matter covered under this policy; and/or

2. the defence of motoring prosecutions in a court within the **territorial limits**.

#### Legal costs

The fees, expenses, costs and disbursements reasonably and properly incurred by or on behalf of the insured person and authorised by Us in pursuing or defending a claim under this clause; and

The costs of a third party either for which the insured person is held liable by court order or which are agreed by Us and are incurred in connection with legal proceedings covered under this clause.

#### Event or Cause

The incident or the start of a series of incidents, which leads to a claim being made under this policy.

#### Limits of Indemnity

- In respect of claims for the pursuit of damages £100,000; and
- In respect of defence of motoring prosecutions £20,000.

#### Road Traffic Accident

An accident involving your vehicle

- (i) on a public highway or on a private road or car park to which the public normally exercises an uninterrupted right of access
- (ii) within the **territorial limits**
- (iii) where the insured person is not at fault
- (iv) for which a third party is at fault and
- (v) which occurs during the period of insurance.

#### Uninsured losses

Loss arising out of a Road Traffic Accident where the loss is not otherwise covered by insurance and either damage occurs to your vehicle or any personal effects owned by the **insured person** whilst in or mounting or dismounting from your motor caravan.

#### Territorial Limits

- Great Britain, Northern Ireland the Channel Islands and the Isle of Man and sea transit between any ports therein including the processes of loading and unloading.

## Section XIII (cont.)

### What is covered

1. We will indemnify **the insured person** against the legal costs of **legal proceedings** incurred in connection with
  - The pursuit of a claim directly arising from a **Road Traffic Accident**: and/or
  - The defence of a motoring prosecution brought against an **insured person** in connection with criminal proceedings involving your motor caravan. Please in mitigation will be supported by **Us** at **Our** sole discretion and when there is a prospect of such a plea presented either in writing or in person by a solicitor or barrister materially affecting the likely outcome of the prosecution.
2. We may, at their sole and unfettered discretion, facilitate the hire of a replacement vehicle on behalf of the Insured person for the period that **your motor caravan** is immobilised as a result of an insured event and/or whilst it is being repaired. You must comply with the Terms and Conditions of the Hire Company selected by Us.
3. We will provide you with initial legal advice via Incident Care.

### Conditions

The General conditions in this policy also apply where appropriate

1. To make a claim **the insured person** must notify Us of the claim in writing as soon as reasonably possible and in any event within 180 days of the event or cause leading to the claim.
2. On receipt of a claim under this policy We will evaluate the claim, advise on the steps **the insured person** should take to pursue the claim and, where appropriate, provide the assistance of a **legal representative** to pursue the claim either by negotiation or civil proceedings. If, in **Our** opinion the claim may be capable of being settled by negotiation We will appoint a **legal representative** from its approved panel. In the event that the claim is not settled by negotiation and proceedings follow We will provide **the insured person** with the name and address

### What is not covered

General exceptions to this policy also apply where appropriate

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



## Section XIII (cont.)

- of the **legal representative** whom We suggest should act for the **insured person** in the claim. You do not have to accept the **legal representative** nominated by **Us**. If **We** and the **insured person** are unable to agree on a suitable **legal representative**, We will ask the Law Society to name another **legal representative**. We and the **insured person** must accept the Law Society's nomination. In the meantime, We may appoint a **legal representative** to act on behalf of the **insured person** to safeguard his or her interests.
3. During the course of the claim you must
    - a. co-operate at all times in the completion of any necessary documentation or provision of information requested either by Victor Millwell Insurance or by the **legal representative**
    - b. not do anything which may prejudice your case or **Our** position in respect of the claim
    - c. take all available steps to recover the **legal costs** in the **legal proceedings**
    - d. notify **Us** of any settlement offer made before accepting it.
  4. During the course of the claim We will have the right of direct access to the **legal representative**.
  5. We shall not provide cover under the clause if the **insured person** makes a false declaration when applying for cover.
  6. The **insured person** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this clause.
  7. The **insured person** shall take all reasonable steps to mitigate the losses that flow from an event or cause.
  8. The **insured person** shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **Us**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority.
- To make a claim under this section of the policy, please telephone 020 8984 0777.

5. Claims against **Us** or the company who provide the insurance or claims by **the insured person** against any other person covered under the policy.
6. Claims relating to matters for which **the insured person** would, but for the existence of this policy, be entitled to indemnity under any other policy.
7. Claims directly or indirectly caused by, contributed to or arising from;
  - a. prosecutions which allege dishonesty or violence or which arise from drink or drug-related offences or parking offences;
  - b. any deliberate and criminal act or omission **of the insured person** or which is false or fraudulent in any way;
  - c. faults in your motor caravan or faulty, incomplete or incorrect servicing, maintenance or repair of your motor caravan.
8. Your travelling expenses, subsistence allowance or compensation for absence from work.
9. Application for Judicial Review.
10. **Legal costs**, fines or penalties which a court of criminal jurisdiction orders the insured person to pay.

# 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 relevant information and assistance necessary for **us** to achieve a settlement. It is **your** responsibility to prove any loss and therefore **we** ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

#### Cancelling this policy

##### 3. (a) **Your right to cancel**

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

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

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

If **you** decide to cancel after the first year of your policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover, and Comfort Insurance will also charge a fee of up to £25 (plus Insurance Premium Tax where applicable) to cover the administrative costs.

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.

## (b) **Our right to cancel**

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

Valid reasons include but are not limited to the following:

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

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

If **we** cancel the policy **we** will also charge a fee of up to £25.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

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

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

## (c) **Return of insurance certificate**

All valid **certificates of motor insurance** must be returned/surrendered immediately following cancellation.

## **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**.

### **Your duty to comply with policy conditions**

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

### **Fraud**

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

### **Payments made under compulsory insurance regulations and rights of recovery**

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

### **Direct right of access**

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

### **Change of storage location**

10. You must tell **us** immediately if **you** are intending to store **your 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**

11. **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**

12. **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**

13. 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

14. This policy is subject to the following conditions:

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

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

**Your 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.

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

## Important Notice – Information we need to know about

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

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

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

# 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.

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

The Financial Ombudsman Service  
Exchange Tower  
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](http://www.financial-ombudsman.org.uk).

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





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](mailto:info@comfort-insurance.co.uk)



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