

Important: Please read and keep it safe

Twilight 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 Twilight Plus 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

contents

	Page
Welcome to Comfort Insurance	2
How to Claim	2
The Contract of Insurance and Information and changes we need to know about	3
Information about your policy	5
Definitions	6–7
Section I Loss of or damage to your camper van	8–11
Section II Your liability	12–13
Section III Injury to you or your domestic partner	14
Section IV Medical Expenses	14
Section V Personal effects, luggage & ancillary equipment	15
Section VI Payments made under compulsory insurance regulations and rights of recovery	15
Section VII Emergency treatment	16
Section VIII No claims entitlement	16–17
Section IX Continental use	17
Section X Replacement locks	18
Section XI Personalised Registrations	18
Section XII Twilight Plus benefits	19-22
Section XIII Motor Legal Protection	23-25
General Exclusions	26-27
General Conditions	28-31
Customer Service Charter	32
Complaints Procedure	33

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 policy 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 Twilight 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 18 - 20 of this policy.

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

The 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 on your application and/or statement of fact document,
- **policy schedule**,
- any **clauses** endorsed on your policy, as set out in your **policy schedule**,
- **certificate of motor insurance**,
- changes to your policy contained in notices issued 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 **you** 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 Aviva 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 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, motoring 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.
- Any change of **storage** location or circumstances stated in General Conditions 10 and 11.

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.

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. Comfort Insurance will also charge a fee of up to £25.00 (plus Insurance Premium Tax, where applicable) to cover our administrative costs.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. Comfort Insurance will also charge 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. 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 return/surrender all valid **certificates of motor insurance** immediately following cancellation.

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 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.

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 Charges and Recording

The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

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

Choice of Law

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

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

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 camper van** 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.

Agreed Value

A means by which the value of the vehicle is agreed at inception rather than at the time of a claim. Please refer to Page 8 for more details.

Ancillary Equipment

Free standing awning whilst attached to **your camper van**, safari rooms and general camping equipment.

Approved repairer

A facility approved by us for the repair, damage assessment and/or **storage** of your vehicle.

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 camper van**, 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 camper van** 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 camper van** to be started and driven.

Long term Touring and Full Timing

Use of **your camper van** 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 31 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 camper van** with one of the same make, model, specification and condition.

Period of insurance

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

Personal Effects and Luggage

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

Policy Schedule

Details of **you, your camper van**, 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 camper van** 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 camper van 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

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 camper van**.

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 camper van

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.

The vehicle should be registered with the DVLA as either a motor caravan, a camper van or a van with side windows. This definition includes home conversions and day vans, but excludes vehicles manufactured in the USA and Japanese imports.

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 camper van** other than

- A mechanically propelled vehicle
- A horsebox
- A caravan

Not exceeding £3,000.

cover for your vehicle

Section I Loss of or damage to your camper van

Cover

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

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

If **we** elect to repair **your camper van**, **we** may use parts which are not supplied or made by the original manufacturer. If any part of **your camper van** 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 camper van** while these are in or on your camper van or while in your private garage. **We** will, however, pay for loss or damage to **your camper van's** audio equipment which is away from **your camper van** or private garage if such equipment is designed to be removable or partly removable, cannot function independently of **your camper van** 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 camper van** 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 camper van** is in **storage**, this policy section will continue to apply when

- a) **Your camper van** is stored at your **private address**; or
- b) **Your camper van** 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 camper van** is stored at a CASSOA storage facility
- d) **Your camper van** 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 camper van** have been left in or on **your camper van** or **your camper van** 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 camper van 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 camper van** but not exceeding your estimate of value shown in our records.

If **we** know that **you** are still paying for **your camper van** 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.

If **your camper van** 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 camper van** 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 camper van** 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 camper van** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**. **Your camper van** can be taken to a repairer of your choice, if this is nearer, but this may lead to delays in arranging repairs to **your camper van**. 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 camper van** 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 camper van** is stored 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 camper van** 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 camper van** 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 camper van** 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 camper van replacement

We will replace **your camper van** 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 camper van** is stolen and not recovered.

This replacement vehicle benefit ceases once **your camper van** has recorded more than 15,000 miles

Replacement is subject to:

- **you** or **your domestic partner** own **your camper van** 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 camper van** or **you** or **your domestic partner** are the second registered keepers of **your camper van**, if **your camper van** 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 camper van** 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 camper van** was not at fault for the accident.

Agreed Value

Where this endorsement is shown on your Policy schedule the following will apply in the event of a claim under Section I, Loss of or damage to your camper van:

The defined term **Market Value** will be replaced by **Agreed Value**

Agreed Value is the amount agreed between **you** and **us** at the start of the period of insurance representing the value of **your camper van**, including any accessories and spare parts.

In the event of a claim under Section I, Loss of or damage to your camper van:

- The most we will pay will be the **Agreed Value**.
- Where **your camper van** is stolen and not recovered or is deemed a total loss **we** will pay the **Agreed Value** minus any **excess**. If you choose to retain the salvage of **your camper van** **we** will determine its value and deduct that amount from the **Agreed Value** before **we** pay **you**.

Vehicle Condition

The **Agreed Value** is based upon the declaration of vehicle condition made by **you** at the start of the period of insurance. In the event of a claim, where the condition of **your camper van** is materially different than as described by **you** **we** may choose to settle on **market value** at the time of loss if this is lower than the **Agreed Value**.

Salvage

In the event of a total loss claim **you** will, where legislation permits, be offered the opportunity to retain the salvage subject to deduction of the policy excess and an agreed deduction for the salvage.

Section I (cont.)

Excesses

Policy excess

If **your camper van** (including its **accessories**) is accidentally damaged, **you** will have to pay the first £200 of the cost. If **your camper van** 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 camper van** 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 camper van** 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 Up to 1000 miles	Mileage exceeded by More than 1000 miles
£350	£600

If the premium for **your camper van** has been based on **your camper van** 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 camper van** 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

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	Yes	No

If **you** are only claiming for loss of or damage to the glass in **your camper van'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 £1,000

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 cost's and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
 - a) **your camper van**, including loading and unloading
 - b) any **trailer** while it is being towed by **your camper van**

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

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 camper van** provided that your **certificate of motor insurance** allows that person to drive.
- any person **you** give permission to use (but not drive) **your camper van**, but only whilst using it for social, domestic and pleasure purposes.
- any passenger travelling in or getting into or out of **your camper van**
- 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 and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- at a coroner's inquest.
- at a fatal accident inquiry.

- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence).
- appeals.

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 camper van** or while getting into, out of or travelling in any other camper van, 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 camper van** 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 and ancillary equipment** in or on **your camper van** 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 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 **camper van**.

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 whilst the vehicle is left unattended unless following forcible and violent entry.
4. Loss of **personal effects, luggage or ancillary equipment** occurring whilst **your camper van** 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 camper van** 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 camper van** 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 camper van** 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 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 camper van** is within a quarter of a mile of **your private address** or place where **your camper van** is normally kept
3. any incident where **your camper van** 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 VIII (cont.)

- repairing or replacing glass in **your camper van'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 camper van** 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 camper van** is kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- use of **your camper van** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip and 90 days in total during the **period of insurance**.
- **your camper van** remains in your custody or control. If for any reason **your camper van** 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 camper van** 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 camper van** is being transported by sea between any countries within the **territorial limits**.

If you take your camper van 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.

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 90 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 camper van** 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 camper van** 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 camper van/camper van**, **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

Twilight Plus Benefits

Breakdown assistance

This section only operates if **you** have selected Comfort Twilight Plus 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 camper van**, or a trailer being towed by it, breaks down, ring the Comfortline MC Assist Helpline and **RAC** will arrange for the following at no additional cost:

Your camper van

- someone to come out and help. If **your camper van** 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 camper van** will not start while parked at home. If **your camper van** 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 camper van** breaks down away from **your private address** and cannot be repaired within a reasonable time:
- onward transportation for the driver, **your camper van**, 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 camper van** 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 camper van** 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 camper van** cannot be repaired or recovered (in the case of theft) in time for the journey; or
 - **your camper van** 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 camper van** 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 camper van** to enable **you** to continue your journey on the same day, or
 - inspection fees to confirm **your camper van** 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 camper van** 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 camper van** 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 **camper vans** 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 camper van** to **your private address** or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **your camper van** 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 camper van** secure again if the windows, windscreens 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 camper van** cannot be moved as it has broken down or been in an accident, damaged by fire or stolen.
- if **your camper van** 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 camper van**. 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 may not necessarily be of the same standard as in Western Europe. The situation varies from country

Section XII (ii) (cont.)

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 **RAC's** 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 0330 159 0342. 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 camper van** 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 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

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 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

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 camper van**

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 camper van**. Pleas 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 camper van** 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

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.)

provide **the insured person** with the name and address 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 TFP Schemes 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 camper van** or faulty, incomplete or incorrect servicing, maintenance or repair of **your camper van**
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 camper van**; 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 camper van** 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 camper van**.
 - 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, revolution 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.

Cancellation

3. (a) Your right to cancel

Following the expiry of your statutory cooling off period, **you** continue to have the right to cancel this policy and/or any additional cover options provided by Aviva 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 in proportion to the period for which **you** received cover, and Comfort Insurance will also charge a fee of up to £25.00 (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 Aviva, 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 camper van** from loss or damage. **You** shall maintain **your camper van** in efficient condition and we shall have, at all times, free access to examine **your camper van**.

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 camper van** 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 camper van** 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 **your camper van** belongs to anyone else or is being used regularly by another person. **You** must also notify **us** if **your camper van** is up for sale at premises other than **your private address**.

Mileage

12. **We** reserve the right to establish the mileage on **your camper van** 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 camper van** 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).

The address shown on the **policy schedule** must be the one at which the **policyholder** is on the electoral roll, and also the one that appears on the driving licence and vehicle documentation.

Your camper van 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. **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 at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Calls from UK landlines and mobiles are free) 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 **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 E-Mail info@comfort-insurance.co.uk



Underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential
Regulation Authority.

SMOOV12154 (V34) 08.2015

