



# Caravan Insurance

Terms & Conditions for Essentials policy

Insurance



Your 4th  
Emergency  
Service

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

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## Section 1: Essentials Policy

### Welcome to our Essentials policy

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

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

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

#### **Our agreement**

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

Allianz Insurance plc Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB.  
Registration Number 84638. Authorised and regulated by the Financial Conduct Authority.

Pinnacle Insurance plc. Registered Office: Pinnacle, House, A1 Barnet Way, Boreham Wood, Hertfordshire, WD6 2XX. Registration Number 1007798. Authorised and regulated by the Financial Conduct Authority.



## Definitions

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

### **Caravan**

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

### **CaSSOA**

The Caravan Storage Site Owners' Association.

### **Contents**

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

### **Geographical limits**

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

### **Home**

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

### **Immediate family**

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

### **In use**

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

### **Money**

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

### **Period of insurance**

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

### **Permanent residence**

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

### **Schedule**

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

### **Storage address**

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

**AAIS**

AA Insurance Services Ltd  
Ellenborough House,  
Wellington Street,  
Cheltenham, Glos GL50 1XZ  
Telephone 0800 197 3254

**Unattended**

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

**Valuables**

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

**We, Us, Our, Company**

The insurer(s) named in your schedule.

**You, Your, Policyholder**

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



## Your Cancellation Rights

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

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

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

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

AA Insurance Services, Ellenborough House, Wellington Street, Cheltenham, Glos, GL50 1XZ.

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

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

## Misrepresentation

In arranging **your** insurance **we** will have asked a number of questions which **you** were required to answer. **You** must take reasonable care to ensure that **you** have answered all these questions honestly, to the best of **your** knowledge, and have provided full answers and all relevant details. If questions are not answered honestly and to the best of **your** knowledge then **your** policy may be cancelled or **your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

## Changing your details

**You** must tell **us** as soon as possible about any changes that may affect **your** policy cover.

If **we** are not advised of any changes to **your** circumstances, then **your** policy may be cancelled, or **your** claim rejected or not fully paid.

The changes that **you** should tell **us** about are:

- If **you** change **your** caravan
- If **you** change **your** storage address or any changes in security are made to **your** storage address;
- If **you** change **your** name;
- If **you** change **your** occupation(s), or the trade in which **you** work;
- If **you** or **your** family intend to use **your** caravan for any purpose other than for personal holiday use
- If **you** or **your** family are convicted of a criminal offence (other than motoring offences);
- If **you** or **your** family are declared bankrupt;
- If **your** contents sum insured changes
- If **you** make any changes to the security on **your** caravan
- If **you** have any other insurance policy refused, declined, cancelled or voided;

When **you** tell **us** about a change, **we** will reassess the premium and the terms of **your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **we** may not be able to continue **your** policy following the changes. If this is the case, **you** will be notified and the policy will be cancelled in line with the cancellation rights detailed on page 14.

## Policy Cover

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

### Insured perils

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

### Excluding

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

### Additional extensions

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

#### a Emergency removal

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

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

#### b Loss of use

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

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

#### c Additional contents cover

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





## 2. Public liability

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

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

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

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

### Excluding

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

## Settling Claims

### 1. The caravan

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

#### a **New For Old Cover**

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

#### b **Agreed Value**

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

#### c **Caravans over five years old**

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

### 2. The contents

**We** will pay the cost of repairing damaged items or:

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

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

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



## General Exclusions

We will not pay for loss or damage:

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

We will not pay for loss or damage caused by:

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

We will not pay for:

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

## General Conditions

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



## Claims Procedure and Conditions

### How to Claim:

In the event of a claim, please contact Towergate Insurance on Tel. 0844 892 1416 or send an email to [claimsenquiries@towergate.co.uk](mailto:claimsenquiries@towergate.co.uk)

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

### 1. You must:

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

### 2. You must not:

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

### 3. We may do the following:

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

### 4. You may do the following:

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

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

### 5. Our rights:

- a **We** may take, or ask **you** to take, any action necessary to get back, from anyone else, any costs **we** have to pay under this policy. **We** may do this before or after **we** pay **your** claim;

b **We** may take over the defence or settlement of a claim against **you** by another person.

**6. Contribution - other insurances**

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

## Cancellation

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

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

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

The rates are:

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

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



## Complaints Procedure

### If you need to complain

AA Insurance Services aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

#### a) There are several ways you can contact us:

Phone: 0844 209 0556  
Email: [customersupport@theAA.com](mailto:customersupport@theAA.com)  
Post: Member Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle  
Cheshire  
SK8 2DY

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

#### b) There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: Insurance Division Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

### The Financial Services Compensation Scheme (FSCS)

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if your insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For Insurance you are covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

## Section 2: Caravanners' Legal Protection Insurance

Incorporating:

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

### Welcome to DAS Caravanners' Legal Protection Insurance

If you are involved in an accident we are here to help you 365 days a year. To make sure that you get the most from your DAS Caravanners' Legal Protection Insurance, please take time to read the policy which explains the contract between you and us. This cover is arranged for you by DAS. If you have any questions or would like more information, please contact Towergate Insurance on 0844 892 1416.

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

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

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

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

### Replacement caravan hire

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

### How can we help you if you have uninsured losses

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

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

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

Ellenborough House,  
Wellington Street,  
Cheltenham,  
Glos GL50 1XZ

Tel: 0844 892 1416

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

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

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



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

**If you need any other help from us**

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

**When we cannot help**

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

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

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

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

**Problems**

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

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

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,

DAS House,

Quay Side,

Temple Back,

Bristol

BS1 6NH.

Registered in England & Wales, number 103274.

**This is your DAS Caravanners' Legal Protection Policy**

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

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

**The meaning of words in this section**

**We, Us, Our**

DAS Legal Expenses Insurance Company Limited.

**You, Your**

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

**Insured Person**

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

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

### **Insured Caravan**

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

### **Appointed Lawyer**

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

### **Legal Costs**

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

### **Caravan Hire Costs**

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

### **Territorial Limit**

#### **For Legal Costs:**

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

#### **For Caravan Hire Costs:**

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

### **Territorial Limit**

#### **For Legal Costs:**

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

#### **For Caravan Hire Costs:**

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

### **Insured Incidents we will cover**

1 **We** will negotiate for the following:

(a) **Uninsured loss recovery**

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

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

(b) **Dispute with your insurer**

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

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

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

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

## 2 Replacement caravan hire

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

- the Insured Caravan cannot be used;
- the accident was entirely the other person's fault;
- the Insured Person follows the caravan hire operator's conditions of hire;
- all information provided in respect of the person responsible for the accident is accurate and includes name, address, vehicle registration number and motor insurer's name and address, reference number and full details of the accident.
- You contact Towergate Insurance on 0844 892 1416 or, if out of office hours 08705 327 857, quoting Towergate Insurance.

The most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause in our opinion is £100,000.

### What you are not covered for:

- 1 Any claim reported to **Us** more than 180 days after the date an **Insured Person** should have known about the **Insured Incident** (as defined in (1) above).
- 2 Any **Legal Costs** and **Caravan Hire Costs** that are incurred before **We** agree to pay them.
- 3 Any claim relating to a contract (other than your AA Insurance contract) involving the **Insured Caravan**.
- 4 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- 5 The **Insured Caravan** being towed by anyone who does not have valid motor insurance.
- 6 Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 7 Any disagreement with **Us** that is not covered by Condition 7 (see page 24).
- 8 Any legal action an **Insured Person** takes which we or the **Appointed Lawyer** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **Appointed Lawyer**.
- 9 **Caravan Hire Costs** if an **Insured Person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or when an **Insured Person** makes his or her own arrangements for caravan hire after an **Insured Incident**.
- 10 Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance
- 11 Apart from **Us**, the **Insured Person** is the only person who may enforce all or any part of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

## Conditions

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

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

### **Helpline Services**

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

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

### **Eurolaw Personal Legal and Tax Advice Service**

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

### **Health and Medical Information Service**

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

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

### **Counselling**

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

**To contact the counselling helpline phone 0117 934 2121.**

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

**Please quote Policy No: TS0/3678066**

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

### **Governing Law**

In respect of policies issued in England and Wales, these Terms and Conditions of Trading will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. In respect of policies issued in Scotland, these Terms and Conditions of Trading will be governed by, and construed in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland. terms and conditions, and any information, we are required to supply to you, before and during the duration of the contract.

### **Language Used**

The English language will be used for all communications, the contractual terms and conditions, and any information, we are required to supply to you, before and during the duration of the contract.

## Your Policy

Should you mislay your policy booklet a replacement will be issued upon request. As and when we feel it is appropriate we may review your policy and look to enhance and/or extend the cover offered.

## Use of Personal Information

1.1. The Acromas Holdings group of companies, of which the AA group of companies\* (including Automobile Association Developments Limited, The Automobile Association Limited, AA Media Limited, AA Limited, AA Financial Services Limited and Automobile Association Insurance Services Limited) forms a part, ("we") will use your personal information for the following purposes:

- (a) to identify you when you contact us;
- (b) to allow us to give you a quote and assess which payment options we can offer you;
- (c) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies who will keep a record of your enquiry);
- (d) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
- (e) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- (f) to help to prevent and detect fraud or loss; and
- (g) to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes.

\*A list of companies forming the AA group of companies is available from The AA Data Protection Compliance Manager at the address given in point 1.5 below.

See the AA privacy policy at [theAA.com/termsandconditions/privacy\\_policy.html](http://theAA.com/termsandconditions/privacy_policy.html)

1.2. We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

1.3. We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.

1.4. We may check your details with credit reference and fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this and details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations may use and search these credit reference and fraud prevention agencies records, for example, to:

- (a) help make decisions about credit related services for you and members of your household including assessing what quote and which payment options we can offer you for particular services;
- (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
- (c) trace debtors, recover debt, prevent fraud, and to manage your accounts or insurance policies;
- (d) check your identity to prevent financial crime unless you give us other satisfactory proof of identity; and
- (e) check the details of job applicants and employees.

Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.

1.5. If you need details of those credit reference and fraud prevention agencies from which we obtain and with which we may record information about you, please write to The AA Data Protection Compliance Manager at The AA, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.

1.6. Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions, and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

### **Credit Reference Agencies**

To assess your insurance application and the terms on which cover may be offered (including the quote and payment methods we are able to offer you), we may obtain information about you from a number of sources, including credit reference agencies, to check your credit status and identity. The credit reference agencies will keep a record of the search; this may be reflected in your credit score.

### **Insurers: fraud prevention, regulatory etc**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI) and to other fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When insurers deal with your request for insurance, they may search these registers. Under the conditions of your policy, you must tell the Insurer about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell the Insurer about an incident, the Insurer will pass information relating to it to the registers. Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency ("DVLA"), the Driver and Vehicle Agency Northern Ireland ("DVANI"), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including (i) Electronic Vehicle Licensing, (ii) Continuous Insurance Enforcement, (iii) Law Enforcement (prevention, detection, apprehension and/or prosecution of offenders) and (iv) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident in the UK, the EEA and certain other territories, insurers and/or MIB may search MID to obtain relevant information. Persons (or their representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on MID. It is vital that MID holds your correct registration. If it is incorrectly shown on MID you are at risk of having your vehicle seized by the Police. You can check that the correct registration number is shown on MID at [www.askmid.com](http://www.askmid.com). You can find out more about this at [www.mib.org.uk](http://www.mib.org.uk). You should show this notice to anyone insured to drive the vehicle covered under the policy. Insurers may also use your information for the same reasons and in the same ways as we do as referred to in paragraph 1.4 above.

### **Your Electronic Information**

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This is to identify any repeat website visits, fraudulent behaviour or mystery shoppers using our websites.

## Call to find out more about:

### Insurance

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

### Breakdown

- Breakdown Cover
- European Breakdown Cover

### Financial Services

- Personal Loans
- Credit Cards
- Savings
- Travel Currency Cards

### Other Services

- Driving School
- Maps, Guides and Atlases

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

You may contact us using Text Relay. Information is also available in large print, audio and Braille on request, please call 0800 262 050 for details.

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