


# **AA Caravan Insurance**

Standard Policy Wording

**AA**

A large yellow graphic in the top-left corner of the page, consisting of several overlapping triangular shapes that point towards the center.

Please read this policy and the **Schedule** and make sure they meet **Your** requirements. This **Schedule**, which is part of this policy, details the Insured and the Insurance protection provided.

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# Welcome to Your AA Caravan Insurance – Standard Policy

A warm welcome and thank **You** for choosing to insure **Your** caravan through AA Caravan Insurance Services. **Our** aim at AA Caravan Insurance Services is to combine value for money with peace of mind, making caravan insurance as straightforward as possible.

**Your** policy booklet and policy **Schedule** include everything **You** need to know about **Your** caravan insurance cover. Alternatively, **You** can always contact **Our** experienced customer service agents who are there to help **You** with all **Your** caravan insurance needs.

The AA is able to offer **You** more than just great deals on caravan insurance. If **You** want more information on **Our** other products please call or visit the web on [theAA.com](http://theAA.com).

## If you need to complain

AA Caravan 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: 0344 346 0427  
Post: The Managing Director  
AA Caravan Insurance Services  
Ellenborough House  
Wellington Street  
Cheltenham  
GL50 1XZ

**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

Web: [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: The Financial Ombudsman Service  
Exchange Tower  
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

# How to use your AA Caravan Insurance – Standard Policy

## Your policy and the cover it provides

AA Caravan Insurance Services is pleased to welcome **You** as a policyholder. The policy booklet gives details of all the cover available, the **Schedule** which is enclosed makes the document particular to **You** and shows which sections of the policy apply to **You** and also the amount of cover provided. **You** will not be covered under any section that has not been requested and paid for by **You**. However, **You** may apply to alter **Your** cover at any time in the light of changing circumstances.

**You** should read this document carefully and keep it in a safe place. If **You** are unsure on any point **You** should contact AA Caravan Insurance Services immediately on 0370 010 1893. If **You** have a complaint please refer to page 4.

## Your Cancellation rights

**You** have the right to cancel **Your** policy during a period of 14 days after the later of 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 Caravan Insurance Services, Ellenborough House, Wellington Street, Cheltenham, Glos. GL50 1XZ.

Please refer to policy condition 9 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 terms 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.

## Policy Limitations

**Your** cover is subject to certain conditions and exclusions as shown on pages 15-20.

## Making a Claim under Sections A and B

AA Caravan Insurance Services is a trading name of Towergate Underwriting Group Limited. AA Caravan Insurance Services provide a claims service on behalf of the insurer to deal with **Your** claims quickly and easily. This means that the insurer has given AA Caravan Insurance Services authorisation to act on their behalf in settling the claim. If **You** make a claim on one of these policies Towergate Insurance will seek **Your** permission to deal with **Your** claim in this way.

To make a claim, check **Your** Policy **Schedule** to make sure **You** have the appropriate cover. Then follow the instructions on How to claim (page 16).

**You** should ask AA Caravan Insurance Services for a claim form and let them have as much information as possible to help them deal with **Your** claim quickly and fairly.

Finally, if **You** have any questions regarding claims; AA Caravan Insurance Services will be pleased to help **You**. Telephone 0344 892 1416.

# Definition of Words in Sections A & B

Certain words have special meanings which apply wherever they appear in sections A and B in this policy or **Your Schedule**. To help **You** identify these words they always appear in bold type in the policy.

These words and their meanings are shown below.

## **You/Your**

The person or persons named as the Insured in the **Schedule**.

## **We/Our/Us**

The insurer(s) as detailed in **Your** policy **Schedule**.

## **Period of Insurance**

The duration of this policy as shown in the **Schedule** and any further period for which **We** accept the premium.

## **Territorial Limits**

Anywhere (including transits between ports) in England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and anywhere else in Europe.

## **Caravan**

Any **Caravan** or trailer tent and its manufacturer's equipment, details of which have been given to and accepted by **Us**.

## **Contents**

Property belonging to **You/Your Family** while in the **Caravan**, attached to it or close by it excluding:

- a) money, jewellery, watches, photographic and optical equipment, camcorders, contact or corneal lenses, sports equipment, pedal cycles
- b) any item worth more than 50% of the **Sum Insured** unless specified
- c) property which is insured elsewhere.

## **Excess**

The first part of any claim for damage for which **You** are responsible. Any **Sum Insured** limit will apply after the **Excess** has been deducted.



**Sum Insured**

The monetary amount shown against any item.

**Costs**

Legal fees and other costs and expenses incurred with **Our** written consent.

**Family**

**Your** spouse/partner, children, parents and other relatives and friends.

**Schedule**

The latest **Schedule** issued by **Us** as part of **Your** policy.

**Approved Caravan Dealer**

A dealer operating from a bona fide business premises whose primary business is the buying, selling, servicing or repairing of caravans.

# Section A; Damage or Loss

## Cover

If the **Caravan** or **Contents** are damaged or stolen **We** will cover **You** by:

- a) paying the cost of repair, or
- b) paying the amount of the damage, or
- c) replacing the **Caravan** and **Contents** if stolen or damaged beyond economic repair.

**We** will not be liable for that part of any repair or replacement which improves the **Caravan** beyond its condition before the damage occurred.

The maximum amount **We** will pay for all damage to the **Caravan** and its **Contents** will be either:

- a) the market value of the **Caravan** and the **Contents** or
- b) the **Sum Insured** as specified in the **Schedule** whichever is the less.

**We** will decide whether a), b) or c) will apply.

## Repairs

**You** may arrange to have work started on any reasonable repairs, after damage has occurred. At the same time, AA Caravan Insurance Services must be told of the damage and be given a detailed estimate of the repair costs.

## Recovery and Re-delivery

If the **Caravan** is disabled because of damage insured by the policy, **We** will pay the reasonable cost of protection and removal of the **Caravan** to the nearest suitable repairer and returning it after repair to **Your** address in Great Britain, Northern Ireland or the Isle of Man.

## Hire Purchase and Leasing

If the **Caravan** is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the **Caravan** will normally be made to the legal owner of the **Caravan**, where known by **Us**.

## Loss of Use and Hiring

In the event of the **Caravan** being rendered unusable following a claim for damage insured under this Policy or in the event of the theft of the **Caravan We** will pay:

- a) for holidays booked prior to the accident or theft expenses reasonably incurred for the hire of another caravan or alternative accommodation.
- b) for loss of hiring charges or bookings accepted prior to the damage or theft for any period that the **Caravan** is rendered uninhabitable by such damage or loss. **We** will pay up to 3% of the **Sum Insured** for each complete week of lost use and pro rata for shorter periods subject to a maximum of 9% of the **Sum Insured** in any **Period of Insurance**.

**You** must maintain a record of all hirings, agreed hiring charges and deposits paid.

## Obsolete Parts

Where a claim results in the **Caravan** needing new parts or accessories which are found to be obsolete or unobtainable **Our** liability will be limited to the last known list price of the part or accessory required, together with appropriate fitting charge.

## Matching Parts

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

## New Caravan Replacement

If the **Caravan** is damaged beyond economic repair within twelve months of its purchase as new **We** will pay the cost of replacing it with a new one of similar make and model subject to availability and subject to the limit of the **Sum Insured** shown in the **Schedule**.

## Agreed Value

If the **Caravan** is damaged beyond economic repair within twelve months of its purchase by **You** from an **Approved Caravan Dealer**, **We** will pay the purchase price subject to the limit of the **Sum Insured** shown in the **Schedule** and the sight of the original purchase invoice from the supplying **Approved Caravan Dealer**.



# Exclusions applying to section A

This section does not insure:

1. The **Excess** shown in the **Schedule**.
2. Depreciation, weathering, wear and tear, ingress of water through seams and seals, mechanical or electrical failures or breakages or the effects of mildew, moth or vermin.
3. Damage to tyres by punctures, cuts, bursts, or braking.
4. Damage occurring while the **Caravan** is hired out by **You** to any person for reward unless the hiring is confined to a fixed site.
5. Loss or destruction of cash, bank notes, coins, stamps or stamp collections, securities for money, deeds, bonds, bills of exchange, promissory notes or any other documents of value.
6. Damage to jewellery, watches, gold and silver articles, cameras, camcorders, furs, pedal cycles and any other articles of a valuable or exceptional nature.
7. Damage to **Contents** by theft or attempted theft while the **Caravan** is left unattended without being closed and locked.

# Section B; Liability to the Public

## Cover for the Insured

If **You** or **Your Family** are legally liable for causing death, bodily injury or illness to any person, or accidental damage to their property happening during the **Period of Insurance** and arising from any accident involving the **Caravan**.

**We** will pay:

- a) damages or compensation to that person for the injury or damage caused
- b) their legal **Costs** to claim compensation from **You**
- c) **Your Costs** for defending the claim.

The maximum amount **We** will pay for any claim or claims arising from one **Event** is £2,000,000.

In addition **We** will pay:

- a) **Costs**
- b) In relation to any event that may be covered by this Section the Solicitor's fees incurred:
  - i) at any coroner's inquest
  - ii) at any fatal inquiry
  - iii) for defending in any Court of Summary Jurisdiction

Provided **Our** written consent has been obtained.

## Cover for Other Persons

**We** will also provide cover in the terms of this Section any person to whom the **Caravan** is lent, other than for hire and reward.

## Legal Personal Representatives

If any person insured under this Section of the policy dies, the personal representative will be entitled to the cover provided by this Section for any claim made.



## Exclusions applying to Section B

**We** will not pay for:

1. Liability arising in connection with any vehicle being used for towing the **Caravan**.
2. Liability arising from the **Caravan** being used for any trade or business purpose
3. For damage to property owned by or in the custody or control of **You, Your Family**, or any person to whom the **Caravan** is lent
4. Liability for any person other than **You or Your Family**, unless the person seeking the benefit of the cover:
  - a) Observes the terms and conditions of this policy and
  - b) Is not entitled to cover under any other policy
5. Liability for death, bodily injury or illness to:
  - a) **You or Your Family**.
  - b) any employee of **You, Your Family**, or any person to whom the **Caravan** is lent.

# General Conditions

## 1. Effect of Conditions on Right to Benefit

The right to receive the benefit of this Insurance is conditional upon any person seeking benefit observing and being subject to the terms and conditions of this policy.

## 2. Company's Control of Claims

**We** are entitled to:

- a) receive all necessary information and assistance from **You** and from any other person seeking benefit under this Policy
- b) take over and conduct in **Your** name, or any person seeking benefit under this policy, the defence or settlement of any claim
- c) take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name or any other person who is claiming or has received benefit, to recover any payment made or due under this policy.

## 3. Care of Property

The property insured must be maintained in sound condition and all reasonable precautions taken to prevent and minimise any claims.

## 4. 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**; or
- 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 6.

## **5. How to Claim**

Any event which might become a claim under this policy must be reported to AA Caravan Insurance Services as soon as possible by calling AA Caravan Insurance Services on 0344 892 1416. This may affect **Your** No Claims Discount entitlement. A written statement of the claim will be required, and a claim form will be provided on request. Supporting documentation (estimates, bills and the like obtained at **Your** expense) must also be sent to AA Caravan Insurance Services.

The Police must be informed of any theft, attempted theft or damage caused by malicious persons or vandals.

If any person is claiming against **You** and **Your Family**, every letter, claim, writ or other document should not be answered, but must be sent to AA Caravan Insurance Services without delay. **You** and **Your Family**, must not attempt to negotiate any claim nor admit or repudiate any claim without their consent.

## **6. Other Insurance**

If when any claim arises there is any other Insurance in force covering the same matter, **We** will only pay **Our** rateable proportion.

## **7. Arbitration**

Where **We** have accepted a claim, but there is disagreement over the amount payable, the dispute will be referred to an arbitrator appointed as the law requires. When this happens legal proceedings cannot be started against **Us** until the arbitrator has made an award.

## **8. Fraud**

If a claim is fraudulent in any respect, all benefit under this policy will be forfeited.

## **9. Cancellation**

**We** or AA Caravan Insurance Services 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 AA Caravan Insurance Services.

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.

## **10. Wheelclamp**

**We** will not pay for damage resulting from theft of any touring **Caravan** (except trailer tents), and **Contents** if stolen at the same time as the **Caravan**, unless the **Caravan**:

- a) is secured with a proprietary wheelclamp fitted in accordance with the manufacturer's instructions, or
- b) is secured with any other security device, agreed by AA Caravan Insurance Services in writing, or
- c) has had at least one of its wheels removed and stored away from the **Caravan**.

## **11. No Claim Discount**

In calculating the renewal premium for **Your** policy a discount will be allowed provided **You** have not made a claim during the previous **Period of Insurance**.

Any claim will result in the No Claims Discount at next renewal being reduced to Nil.

## **12. Law Applicable to Contract**

Either **You** or **We** have the right to say which country's laws will apply to the Insurance. Unless **You** or **We** say different, the laws of the part of Great Britain, Northern Ireland, Isle of Man or Channel Islands **You** are living in when **You** arranged or renewed the Insurance will apply.

# General Exclusions

**We** will not pay for:

1. Any accident, injury, loss or damage occurring while the **Caravan** is being used other than for social, domestic and pleasure purposes.
2.
  - a) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event: 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.
  - b) any action taken in controlling, preventing, suppressing or in any way relating to the above.
3. Damage to any property or any resulting loss or expense, or any expense which follows on from the event for which **You** are claiming or legal liability directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
4. Any liability arising from an agreement which would not have existed in the absence of that agreement.
5. Damage to the **Caravan** or its **Contents** arising from any malicious act or theft by or with the connivance or any hirer, occupant or user of such **Caravan** or any employee or **Your** agent.
6. Damage by pressure waves from aircraft or other aerial devices flying faster than the speed of sound.

- 7.** Any reduction of market value beyond the cost of repair or replacement.
- 8.** Damage caused by, or any legal liability arising from, the failure, breakdown or breakage of any mechanical, electrical, electronic or computer equipment caused by the equipment not being able to recognise or process any date as the true calendar date.

Subsequent loss or damage will still be covered subject to the terms and conditions of this Policy.

# Section C; 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**. If **You** have any questions or would like more information, please contact AA Caravan Insurance Services on 0344 892 1416.

It will help **You** if **You** keep the following points in mind:

### After an accident

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 AA Caravan Insurance Services 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 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, contact AA Caravan Insurance Services who arranged this cover for **You**, at:

AA Caravan Insurance Services  
Ellenborough House  
Wellington Street  
Cheltenham  
Glos GL50 1XZ  
Tel: 0344 892 1416

**You** will only be able to obtain a **Caravan** for hire if **You** are able to provide them 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 can not 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 – Standard 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 **We** 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** think **We** have let **You** down, 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 still not happy, **You** can contact the Financial Ombudsman Service, Exchange Tower, 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 is always more likely than not an **Insured Person** will recover damages (or other legal remedy) or make a successful defense.

# Definition of Words in Section C

## **We/Us/Our**

DAS Legal Expenses Insurance Company Limited.

## **You/Your**

The person or organisation, 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 policy (see page 24).

## **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.

## 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 indemnity 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 AA Caravan Insurance Services on 0344 892 1416 or, if out of office hours 03705 327 857, quoting AA Caravan Insurance Services.

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 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 point 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 in Condition 7.
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 applying to Section C

## 1. An **Insured Person** must:

- a) Keep to the terms and conditions of this policy.
- b) Take reasonable steps to keep any amount **We** have to pay as low as possible.
- 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 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 during the period of insurance. 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.

### **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 Insurance Company Limited is authorised and regulated by the Financial Services 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.





## 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**

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