



# Caravan Insurance

Terms & Conditions for Standard 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.

# Contents

<b>Section</b>	<b>Page</b>
<b>Welcome to AA Insurance Services – If you have a complaint</b>	4
<b>How to use your policy, Your Cancellation Rights, Misrepresentation</b>	5
<b>Making a Claim, Definition of Words</b>	6
<b>Section A</b>	8
Damage	8
Repairs, Recovery and Re-delivery Hire Purchase and Leasing	9
Loss of Use and Hiring Charges, Obsolete parts, Matching parts	9
New Caravan Replacement, Agreed Value, Exclusions	10
<b>Section B</b>	11
Liability to the Public	11
<b>Policy Conditions</b>	13
Control of Claims, Care of Property	13
Change in Circumstances, How to Claim	13
Other Insurance, Arbitration, Fraud, Cancellation,	14
Wheelclamp	14
No claim discount, Law Applicable to Contract	15
<b>General Exclusions</b>	16
<b>Section C</b>	17
Caravanners' Legal Protection Insurance	17
<b>Governing Law</b>	25
<b>Language Used</b>	25
<b>Your Policy</b>	25
<b>Using your personal information</b>	26
<b>Your Electronic Information</b>	27

# Welcome to AA Insurance Services

A warm welcome and thank you for choosing to insure your caravan through AA Insurance Services (AAIS). Our aim at AA 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.

## 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: 0344 209 0556  
Email: 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  
Email: 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 Policy**

### **Your Policy and the Cover it provides**

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 AAIS immediately on 0870 010 1893 (calls cost up to 13p (incl. VAT) per minute, plus your phone company's access charge). 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 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 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 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.

### **Policy Limitations**

Your cover is subject to certain conditions and exclusions as shown on pages 13-16.

### **Making a Claim under sections A and B**

Towergate Insurance (TI) is a trading name of Towergate Underwriting Group Limited. TI provide a claims service on behalf of the insurer to deal with your claims quickly and easily. This means that the insurer has given TI authorisation to act on their behalf in settling the claim. If you make a claim on one of these policies TI 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 13).

You should ask TI 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; TI will be pleased to help you. Telephone 0844 892 1416 (calls cost up to 7p (incl. VAT) per minute, plus your phone company's access charge).



## Definition of Words

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.

- 1 **You/Your** means the person or persons named as the Insured in the **Schedule**.
- 2 **We/Our/Us** means a consortium of leading UK insurers whose proportionate liability is detailed in the policy schedule.
- 3 **Period of Insurance** means the duration of this Policy as shown in the **Schedule** and any further period for which We accept the premium.
- 4 **Territorial Limits** means Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, the continent of Europe, including transit between any of their ports.
- 5 **Caravan** means any caravan or trailer tent and its manufacturer's equipment, details of which have been given to and accepted by **Us**.
- 6 **Contents** means property belonging to **You/Your Family** while in the **Caravan** or in any private car which is towing the **Caravan**.
- 7 **Excess** means 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.
- 8 **Damage/Damaged** means loss or damage.
- 9 **Sum Insured** means the monetary amount shown against any item.
- 10 **Costs** means legal fees and other costs and expenses incurred with **Our** written consent.
- 11 **Family** means **Your** spouse/partner, children, parents and other relatives and friends.
- 12 **Schedule** means the latest schedule issued by **Us** as part of **Your** policy.
- 13 **Approved Caravan Dealer** means a dealer operating from a bona fide business premises whose primary business is the buying, selling, servicing or repairing of caravans.
- 14 **AAIS** means Automobile Association Insurance Services Limited whose contact details can be found at the front of this policy booklet.
- 15 **TI** means Towergate Insurance (a trading name of Towergate Underwriting Group Limited) whose contact details can be found at the front of this policy booklet under 'Making a Claim'.

## Section A

# Damage

### Cover

If the **Caravan** or **Contents** are **Damaged** **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 they are **Damaged** beyond economic repair.

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

**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.





### Repairs

**You** may arrange to have work started on any reasonable repairs, after **Damage** has occurred. At the same time, **TI** 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 Charges

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

- a) for holidays booked prior to the accident 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** for any period that the **Caravan** is rendered uninhabitable by such **Damage**. **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**

This section does not insure:

- 1) The **Excess** shown in the **Schedule**.
- 2) Depreciation, weathering, wear and tear, 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, 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

### Sub-section 1 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.

### **Sub-section 2 Cover for Other Persons**

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

### **Sub-section 3 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**

**We** will not pay for:

- a) liability arising in connection with any vehicle being used for towing the **Caravan**
- b) liability arising from the **Caravan** being used for any trade or business purpose
- c) damage to property owned by or in the custody or control of **You, Your Family**, or any person to whom the **Caravan** is lent
- d) liability for any person other than **You** or **Your Family**, unless the person seeking the benefit of the cover:
  - i) observes the terms and conditions of this Policy and
  - ii) is not entitled to cover under any other policy
- e) Liability for death, bodily injury or illness to:
  - i) **You** or **Your Family**.
  - ii) any employee of **You, Your Family**, or any person to whom the **Caravan** is lent.



## Policy 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
- 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.

## 5 How to Claim

Any event which might become a claim under this Policy must be reported to **TI** as soon as possible by calling **TI** on 0844 892 1416 (calls cost up to 7p (incl. VAT) per minute, plus your phone company's access charge). 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) must also be sent to **TI**.

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 **TI** 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 **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.



#### **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 **AAIS** 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.
- 2a 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.
- 2b 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. 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 (calls cost up to 7p (incl. VAT) per minute, plus your phone company's access charge).

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 (calls cost up to 7p (incl. VAT) per minute, plus your phone company's access charge).

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, 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 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.



## 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 (calls cost up to 7p (incl. VAT) per minute, plus your phone company's access charge) or, if out of office hours 03705 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 **T50/3678066**. 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 Insurance 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 AA Group of companies (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding\*) ("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 Data Protection Officer at the address given in 1.5 on page 27.

\*\* See the AA privacy policy at [theAA.com/termsandconditions/privacy\\_policy.html](https://www.aa.com/termsandconditions/privacy_policy.html) for further details.

- 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 Licensing Northern Ireland ("DVLNI"), 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

Automobile Association Insurance Services Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. England and Wales. Company registration number 2414212. Telephone calls may be monitored or recorded for quality assurance and compliance.