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Our Commitment to Service – If you have a complaint

Complaints

If at any time you have a complaint about the services that we provide for you, then you should contact:

Towergate Bakers,
3rd Floor, The Quadrangle,
Imperial Square, Cheltenham, Glos, GL50 1PZ.
Telephone: 01242 528844
Facsimilie: 01242 253990

We take all complaints we receive seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle your complaint, tell you what you need to do, and how your complaint is progressing.

Full details of our complaints procedure are available on request. We will record and analyse your comments to make sure we continually improve the service we offer.

If you are still not happy with the outcome of your complaint you should refer your complaint to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
Axa Insurance
Civic Drive
Ipswich
IP1 2AN
Telephone: 01473 205926
Facsimile: 01473 205101
Email: customercare@axa-insurance.co.uk

If you are still not happy with the outcome of your complaint you may be eligible to refer your complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR
Telephone: Helpline 0845 080 1800
Telephone Switchboard: 0207 964 1000
Website: www.financial-ombudsman.org.uk

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint.

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Where the claim is in respect of a liability subject to compulsory Insurance: 100% of the claim.

In all other cases 100% of first £2000 and 90% of remainder of the claim.

How to use your Select Caravan Policy

Your Policy and the Cover it provides

Towergate Bakers 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 Towergate Bakers immediately. If **You** have a complaint please refer to page 2.

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.

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 and will include an additional charge to cover the administrative cost of providing the Policy.

To exercise Your right to cancel **Your** Policy, please contact Towergate Bakers, The Quadrangle, Imperial Square, Cheltenham, GL50 1PZ.

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.

Changes in your Circumstances

Your Policy has been issued on the basis of the information which **You** have given **Us** about yourself and **Your** caravan. **You** must tell **Us** immediately of any changes to this information including, of course, any change of address.

You must also notify **Us** if:

- a) **You** or anyone living with **You** is declared bankrupt or convicted of arson, fraud, forgery, theft, robbery or handling of stolen goods.
- b) if **You** change the **Caravan** or make alternative storage or security arrangements.

Policy Limitations

Your cover is subject to certain conditions and exclusions as shown on pages 15-19.

Damage or Loss

Making a Claim

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 15).

You should ask Towergate Bakers for a claim form and let them have as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

Finally, do not hesitate to ask for advice; **We** will be pleased to help **You**. Telephone 01242 528844.

Definition of Words

Certain words have special meanings which apply wherever they appear in Sections A,B and C 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 anywhere (including transits between ports) in England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and anywhere else in the world.
- 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**, 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.
- 7 **Excess** means the first part of any claim for loss or damage for which **You** are responsible. Any **Sum Insured** limit will apply after the **Excess** has been deducted.
- 8 **Sum Insured** means the monetary amount shown against any item.
- 9 **Costs** means legal fees and other costs and expenses incurred with **Our** written consent.
- 10 **Family** means **Your** spouse/partner, children, parents and other relatives and friends.
- 11 **Schedule** means the latest schedule issued by **Us** as part of **Your** policy.

Cover

If the **Caravan** or **Contents** are damaged or stolen

We will indemnify **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 with a new one of similar make and model subject to availability and subject to the limit of the **Sum Insured** as shown in the **Schedule**, or, if not replaced, we will make a cash settlement limited to the market value at the time of the loss.

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, Towergate Bakers 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**.

Sum Insured

The **Sum(s) Insured** must at all times represent the replacement cost of the **Caravan** and **Contents** as new with no deduction for wear and tear and depreciation.

Loss of Use and Hiring Charges

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 up to 5% of the **Sum Insured** for each complete week of lost use and pro rata for shorter periods subject to a maximum of 15% of the **Sum Insured** in any **Period of Insurance**.

You must maintain a record of all hirings, agreed hiring charges, expenses incurred 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.

Protection against Inflation (Index Linking)

Each year at renewal the **Sums Insured** will be adjusted in line with the appropriate Retail Price Index or another appropriate index. Renewal will be invited at a premium based on the adjusted **Sums Insured**.

Any increase in replacement costs during the insurance year will automatically be covered, subject to the **Sums Insured** being adequate at inception and subsequent renewal.

This protection will continue to apply from the time of any loss or damage to the time the resulting claim is settled provided **You** have not unreasonably delayed notification or settlement of the claim in any way.

Exclusions

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 let for hire or reward or in use in connection with any profession, business or employment.
- 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.
- 8) Loss or damage to the **Caravan** and its **Contents** unless kept whilst not in use within the boundaries of **Your** permanent home or other location as notified to and accepted by **Us**.



Section B

Liability to the Public

Sub-section 1 Indemnity to 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 Indemnity to Other Persons

We will also indemnify in the terms of this Section 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) 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
- 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.

Continental Use

Emergency Assistance

This section provides **Caravan** accident cover for the **Territorial Limits** of the Policy excluding Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, although the **Caravan** accident service will be provided if **You** are en route to or from a port immediately prior to or subsequent to travelling abroad.

If **Your Caravan** is disabled as a result of an accident covered under Section 1 of **Your** Policy whilst being towed.

The RAC will arrange for the following at no additional cost:

- emergency roadside assistance up to a maximum of £175 (not including the cost of any parts). If **Your Caravan** cannot be repaired immediately it will be taken to a nearby garage where **You** can arrange for repairs to be made.

This facility may also be provided:

- if **Your Caravan** is stolen or involved in an accident up to 7 days prior to departure and cannot be repaired or recovered in time.
- repatriation of the **Caravan** to **Your** home address, an Accident Repair Centre or **Your** nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **Your Caravan** cannot be repaired before the end of **Your** holiday period, subject to the cost of the repatriation not exceeding the market value of **Your Caravan**.

The RAC may, at its discretion, offer **You** or any permitted driver:

- overnight accommodation expenses for the driver and passengers up to £25 per person per day, subject to an overall maximum of £400 in total. This does not include, however, the cost of meals or drinks.

Accident assistance will not cover:

- the cost of any ferry crossings or toll charges (these are covered by **Your** Policy – not the RAC)
- the cost of recovery of **Your Caravan** if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned unless this forms part of **Your** insurance claim.
- the repair or recovery of **Your Caravan** if it broke down at the premises of a motor trader
- the cost of spares, keys or other materials and garage labour
- the carriage of any livestock which require special transportation facilities
- any **Caravan** which is over 7 metres in body length
- any **Caravan** which cannot be recovered by normal trailers or transporters.

In providing **Caravan** accident assistance RAC employees and contractors will use reasonable care and skill when providing the service. The RAC can, however, cancel services or refuse to provide them if, in their opinion the demands made are excessive, unreasonable or impracticable.

Telephone Numbers

If **You** are unfortunate enough to require Caravan Accident Assistance, please use these telephone numbers:

Calls from the Republic of Ireland **01800 535 005**

Calls from France and Monaco **0800 290112**

Calls from the rest of Europe **+(33) 472 435 255**

+ indicates that **You** should precede the number with the access code from the country in which **You** are telephoning.

Access Codes

7 omit 33	Andorra
00	Austria, Belgium, *Bulgaria, *Croatia, Czech Republic, Denmark, Finland, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Malta, *Morocco, Netherlands, Norway, Poland, Portugal, *Romania, San Marino, Slovakia, Sweden, Switzerland, *Tunisia, *Turkey, Vatican City
07	Spain
99	*Slovenia (availability of service is subject to prevailing conditions) *Israel No number Iceland No number

*Caravan accident cover will only apply if **You** have been issued with an International Motor Insurance Card (Green Card).

The RAC do not currently operate in Israel and Iceland. In these countries **You** are advised to pay for the services yourself.

On **Your** return to the UK **You** should claim for the costs by sending receipts to the RAC. Costs that can be claimed will only be those covered by Continental Caravan accident cover and will not include the cost of spare parts etc.

If **You** have any difficulty using these services, operated for **Us** by RAC, or require further assistance please call the following UK number: **+441 590 690 222**.

Import duty

We will indemnify **You** against liability for enforced Duty payment of customs following temporary importation of the **Caravan** if **You** are unable to return the **Caravan** to the United Kingdom because of damage covered by Section A of this Policy.

Policy Conditions apply to sections A, B and C

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:

- receive all necessary information and assistance from **You** and from any other person seeking benefit under this Policy
- take over and conduct in **Your** name, or any person seeking benefit under this **Policy**, the defence or settlement of any claim
- 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 Change in Circumstances

You must inform Towergate Bakers as soon as reasonably possible, of any change in the information **You** have provided to them about **Your Caravan** or **Yourself** which may affect the insurance cover provided.

If **You** are in doubt whether to notify Towergate Bakers of a change, **You** should contact them with full details.

If **You** fail to tell Towergate Bakers of any change in circumstances **You** may not be covered in the event of a claim.

5 How to Claim

Any event which might become a claim under this Policy must be reported to Towergate Bakers as soon as possible. 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 Towergate Bakers.

You must also take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property.

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 Towergate Bakers 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 Average

The insurance of property by this Policy is subject to the Condition of Average.

This means that if the **Sum Insured** immediately before any loss or damage does not represent the full cost of replacement as described in '**Sum Insured**' (page 6) **We** will only pay the same proportion of the loss or damage as the **Sum Insured** bears to the full cost of replacement.

For example: If the sum represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

9 Fraud

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

10 Cancellation

We may cancel this Policy by sending fourteen days notice by Post Office Recorded Delivery letter 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 Towergate Bakers.

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: Nil return.

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

11 Instalments/Direct Debit

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge shall be payable for the period of cover provided.

12 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 Towergate Bakers in writing, or
- c) has had at least one of its wheels removed and stored away from the **Caravan**.

13 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.

14 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 applying to Sections A, B and C

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 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.
- 3 harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event:

Terrorism is defined as any act or acts including but not limited to

 - a) the use or threat of force and/or violence and/or
 - b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

This paragraph (3) applies only in respect of the **Caravan** and **Contents** sections of this Policy.
- 4 any action taken in controlling, preventing, suppressing or in any way relating to (2) or (3) above.
- 5 damage to any property or any resulting loss or expense or any consequential loss 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.
 - c) pollution or contamination of any sort and however caused.
- 6 any liability arising from an agreement which would not have existed in the absence of that agreement.
- 7 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.

- 8 damage by pressure waves from aircraft or other aerial devices flying faster than the speed of sound.
- 9 any reduction of market value beyond the cost of repair or replacement.
- 10 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 D

Caravanners' Legal Protection Insurance

Incorporating:

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

Period of insurance: the same period as the caravan policy to which this policy attaches.

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 Towergate Bakers on 01242 528 844.

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, either by giving it to Towergate Bakers or sending it to us.

If you are not sure what to do after an accident, contact Towergate Bakers 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.

Once 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 Towergate Bakers who arranged this cover for you, at:

The Quadrangle, Imperial Square

Cheltenham GL50 1PZ

Tel: 01242 528 844

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

Replacement caravans can only be arranged if we 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 caravan 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. Details of our internal complaint handling procedures are available on request.

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

Our Head and Registered Office is:

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

Registered in England & Wales, number 103274.

This is your DAS Caravanners' Legal Protection Policy

Your policy only covers **you** if **you** have paid your premium. **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 defence.

The meaning of words in this policy

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 or Motor caravan which **you** have paid the premium for and any other caravan or Motor caravan borrowed or hired by **you**. 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.

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.

Period of insurance

The period for which **we** have agreed to cover **you** and for which **you** have paid the premium.

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 Towergate Bakers on 01242 528 844 or, if out of office hours 08705 327 857, quoting Towergate Bakers.

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**.
- 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 an 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

- 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 **TS0/5000190**. 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: TS0/5000190

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

Towergate Bakers is a trading name of Towergate Underwriting Group Limited

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