



motorhome policy



Trust us to insure your freedom

Helplines

We suggest that soon after receiving your policy you read the section in your policy headed "Making a claim" on page 1. Whilst we hope you never need the information it is better to be prepared for the unexpected.

You can take advantage of our 24-hour helpline service to take away the worry after an accident, windscreen damage or breakdown. Please note you will need to pay for any help that is not covered under your policy.

You will need to provide the following information:

- Your name, address and telephone number(s) (for you and the driver of your vehicle if not you)
- Your policy number
- Details of the accident or claim circumstances (when, where and how it happened)
- Information about your motorhome and any damage it sustained
- We will ask for information about convictions, so please try and have driving licence(s) available when you call
- Personal details necessary to confirm your identity
- Details of any witness and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about damage to their vehicle or property and any injuries that anybody might have sustained
- Where appropriate your thoughts on who was to blame for the accident

Breakdown Assistance & Accident Recovery (24hr):

If calling from outside the UK please call

01737 815 123

0044 1737 815 123

Assistance will be provided subject to the incident being covered under the terms of your policy. Please note "European Breakdown Insurance" and "European Travel" are endorsements and only apply if confirmed as being in force on your policy schedule.

Claims (24hr):

If calling from outside the UK please call

01422 501 084

0044 1422 501 084

Windscreen (24hr):

If calling from outside the UK please call

01422 501 092

0044 1422 501 092

Legal Expenses (24hr):

To recover costs such as your excess, motorhome hire and loss of earnings following a non-fault accident. Arranged by MSL Legal Expenses Ltd. Please quote certificate number ACA145 when calling.

0800 387 165

Policy Queries:

Caravan Guard Limited

New Road, Halifax, West Yorkshire, HX1 2JZ

Telephone - 01422 396 777

Fax - 01422 396 800

Email - info@caravanguard.co.uk

Website - www.caravanguard.co.uk

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Please note that your Policy has several sections.
Check your Schedule to see which sections are in force.

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About Your Motorhome Insurance Policy

Your policy wording

Your policy wording contains details of your cover, what you are not covered for and the conditions which apply to the cover you have with us. We want to give you a good standard of service. To help us do this, it is important that you read the policy carefully. If it does not meet your needs, or you have any comments, questions or complaints about the policy, please contact Caravan Guard.

Your schedule

Your schedule gives information about you, the vehicle you are insuring and the cover provided. Please check your schedule to make sure the details are correct and that the cover meets your needs.

Your certificate of motor insurance

Your certificate of motor insurance shows who is permitted to drive and the use which they have under your policy. Please check your certificate of motor insurance to ensure that all the details are correct.

Changes in your circumstances

The cover we are providing and the premium you pay are based on the answers you have given which are recorded on the Statement of Insurance. You must tell Caravan Guard immediately if any of this information changes. Don't forget to tell Caravan Guard if you move house.

Using the helplines

You will find details of our helplines on the inside cover. This service is provided to help you in an emergency.

Making a claim

To make a claim, first read the Policy and Schedule and check that you are covered. Please also refer to the helpline page found on the inside cover. Please also refer to the Policy Conditions. It is important that you comply with all Policy Conditions and you should familiarise yourself with any requirements.

For your convenience we recommend that you report a claim as soon as reasonably possible by phoning the numbers on the inside front cover of this policy booklet. Our fully trained staff will be pleased to help you in a number of ways, saving you time and inconvenience.

We will take the details necessary to allow us to begin dealing with your claim as quickly as possible; saving you time by recording the initial information on a claim form. The claim form will then be sent to you for completion. We may request additional information (e.g. a sketch plan). If we decide that we need an Accident or Theft Report form, we will send one which you should complete and return immediately. Sometimes we may wish to meet with you or undertake further investigations but we will advise you about that when you call to report the incident. Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

If you are making a claim for damage to your motorhome, you have access to our approved repairers. This means you will not have to get a detailed estimate, work can

begin straight away. Where you choose not to use one of our approved repairers we will arrange for the motorhome to be examined by one of our motor engineers to agree the repair cost with your nominated repairer. The inspection should happen within two working days of you providing repair details to us.

If you are making a claim for damage to the motorhome's windscreen or windows you will not have to complete a claim form.

Please feel free to ask Caravan Guard if you need any further advice. They will be pleased to help you. If you are not satisfied with the way a claim, or any other matter is dealt with, please follow the complaints procedure.

Complaints Procedure

At Caravan Guard and Royal & Sun Alliance Insurance plc, we are committed to providing a first class service to our customers. You can help us to do this by letting us know if you are not happy with our service. The procedure is set out below.

If you have a question or complaint about your policy, please contact Caravan Guard in the first instance at

Caravan Guard Limited
New Road, Halifax, HX1 2JZ
Telephone: 01422 396 777 Fax: 01422 396 800

If you are not happy with the result of our enquiry, you can write to:

Customer Relations Manager
Royal & Sun Alliance Insurance plc
Bowling Mill, Dean Clough Industrial Park, Halifax,
HX3 5WA
Telephone: 0800 107 6160 Fax: 01422 325 146
Email: halifax.customerrelationsoffice@uk.royalsun.com

If you are not happy with the result of our complaints procedure, we will give you our final response so that you can, if you want, refer the matter to the Financial Ombudsman Service. Their address is:

Insurance Division
Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London, E14 9SR
Telephone: 0845 080 1800
Website: www.financial-ombudsman.org.uk
Email: enquiries@financial-ombudsman.org.uk

Royal & Sun Alliance Insurance plc is authorised and regulated by the Financial Services Authority, that sets out standards of service that customers can expect when making an insurance claim.

We hope you are happy with your policy. If you are not, please send us the policy book, schedule and certificate of insurance. You must do this within 14 days of us starting cover. You must confirm that no accidents or thefts have happened in the 14 day period. We will then give you back your money.

Level of Cover

If your policy schedule shows that you have Comprehensive cover then the following parts of the wording are operative in addition to the General Exceptions and Policy Conditions:

- Section 1 Loss of or damage to Your Motorhome, Motorhome Equipment and Your Trailer
- Section 2 Liability to the Public
- Section 3 Personal Accident
- Section 4 Medical Expenses
- Section 5 No Claim Discount
- Section 6 Limited Foreign Travel
- Section 7 Assistance Following a Breakdown
- Section 8 Legal Expenses

If your policy schedule shows that you have Third Party Fire and Theft cover then the following parts of the wording are operative in addition to the General Exceptions and Policy Conditions:

- Section 1 This covers loss of or damage to Your Motorhome, Motorhome Equipment and Your Trailer, which is caused by fire, lightning, explosion, theft or attempted theft
- Section 2 Liability to the Public
- Section 5 No Claim Discount
- Section 6 Limited Foreign Travel
- Section 8 Legal Expenses

If your policy schedule shows that you have Third Party Only cover then the following parts of the wording are operative in addition to the General Exceptions and Policy Conditions:

- Section 2 Liability to the Public
- Section 5 No Claim Discount
- Section 6 Limited Foreign Travel
- Section 8 Legal Expenses

Irrespective of which of the above covers you have, the following optional covers may also be in force provided you have opted to choose them and they are shown as operative on your schedule:

- Endorsement - Protected No Claims Discount
- Endorsement - Loss of Use
- Endorsement - Security Requirements
- Endorsement - European Travel
- Endorsement - European Breakdown Insurance

General Definitions

The words defined below will have the same meaning wherever they are shown in **Your Policy** in **Bold** print. The Legal Expenses and Breakdown sections have their own definitions, shown at the front of the respective sections, which apply to those sections only.

The British Isles

The British Isles are Great Britain; Northern Ireland; the Isle of Man; the Channel Islands; and journeys by water, sea, air or rail within or between any of these areas as long as **Your Motorhome** is transported by a commercial carrier; and if transport is by water, the route taken does not last more than 65 hours under normal circumstances.

Certificate of Motor Insurance

The document which proves that **You** have insurance in line with road traffic laws.

Driver

Anyone shown on **Your Certificate of Motor Insurance** as being entitled to drive **Your Motorhome** and has **Your** permission to drive it.

Excess

The amounts shown in **Your Schedule** or this **Policy** book which **You** must pay when **You** make a claim.

Market Value

The cost of replacing **Your Motorhome** with one of the same make, model, specification, mileage and age and which is in the same condition as **Your Motorhome** was immediately before the loss or damage **You** are claiming for.

Motorhome

The **Motorhome**:

- whose details have been reported to and accepted by **Us**; and
- whose registration number is shown in **Your Certificate of Motor Insurance** and **Your Schedule**.

This includes any roof vent, fixtures and fittings, audio or video equipment, television and radio equipment, security devices, electrical navigation equipment and spare parts and accessories which have been supplied by **Your Motorhome's** manufacturer, or which have subsequently been fitted by a specialist converter or supplier. All these items must be designed to be permanently installed.

Motorhome Equipment

Those extra contents of or attachments to **Your Motorhome** including utensils, awnings and accessories, audio or video equipment, television and radio equipment and electrical navigation equipment which are not permanently fitted to **Your Motorhome**.

No Claim Discount

A discount from **Your** premium in return for **You** not making a claim.

Period of Insurance

The period **You** are covered for as shown on **Your Certificate of Motor Insurance**.

Policy

Your Policy is made up of:

- **Your** Statement of Insurance;
- this **Policy** book;
- **Your Schedule**; and
- **Your Certificate of Motor Insurance**.

Schedule

The document which describes:

- **You**;
- any other **Driver**; and
- any special details of **Your Policy** such as **Excesses** or special terms and conditions.

Territorial Limits

These are:

- the **British Isles**;
- any country which is a member of the European Union;
- Iceland, Liechtenstein, Norway, Croatia and Switzerland;
- any other territory which is a member of the Green Card system, provided **We** provide a Green Card in respect of a journey to that country.

The **Territorial Limits** also include journeys by water, rail or air within or between any of these countries, as long as:

- **Your Motorhome** is transported by a commercial carrier; and
- if transport is by water, the route taken does not last more than 65 hours under normal circumstances.

Terrorism

Terrorism means using or threatening violence or action against people, property, business or everyday life for political, religious or ideological reasons.

Trailer

Any one trailer / car towing device owned and used solely in connection with **Your Motorhome** other than:

- a mechanically propelled vehicle whether it can be driven or not;
- a horsebox trailer;
- a caravan.

We, Us, Our

Royal & Sun Alliance Insurance plc (except in respect of Sections 7, 8 and the European Breakdown Insurance Endorsement, where these terms are redefined in respect of these sections only).

You, Your

The person or people named as the insured in **Your Schedule** and **Your Certificate of Motor Insurance**.

Your Motorhome Policy

This is **Your** Royal & Sun Alliance Insurance plc **Motorhome Policy**. It describes the contract between **You** and **Us**. In return for the premium **We** will cover **You** during the **Period of Insurance** within the **British Isles** under the terms set out in this **Policy**. Provided **You** contact **Us** to arrange the cover, **We** will also cover **You** outside the **British Isles** but within the **Territorial Limits**.

Your Statement of Insurance, this **Policy** book, **Your Schedule** and **Your Certificate of Motor Insurance** are all part of **Your Policy**. Please read them all to avoid misunderstanding. They tell **You** which sections apply to **Your Policy** and describe **Your** cover.

Please pay special attention to the General Exceptions and Policy Conditions on pages 19 to 20 of this book. These apply to every **Policy**.

You must tell **Us** as soon as possible of any change to the information **You** have given. If **You** do not, **Your Policy** may not be valid.

We will not pay benefits or arrange help if any part of **Your** Statement of Insurance, or any further changes **You** ask to make to this **Policy**, are deliberately fraudulent.

Please make sure that **Your Policy** is what **You** want. If it is not, tell **Us** immediately.

It is possible to choose the law which will apply to a contract of insurance covering a risk in the UK. **We** have chosen Scottish law to apply if **You** live in Scotland and English law to apply if **You** live anywhere else in the UK. By paying **Our** premium **You** are accepting **Our** choice of law. If **You** want any other law to apply **You** must have **Our** written permission.

Section 1 Loss of or damage to Your Motorhome, Motorhome Equipment and Your Trailer

What is covered

If **Your Policy Schedule** shows that **You** have Comprehensive cover then **We** cover loss of or damage to:

- **Your Motorhome;**
- **Motorhome Equipment** whilst it is:
 - in, on or about **Your Motorhome;**
 - being carried in or on a **Trailer** whilst that **Trailer** is attached to **Your Motorhome** or whilst is temporarily detached in the course of a journey; or
 - temporarily removed to a locked building.
- The windscreen and/or windows of **Your Motorhome;** and
- **Your Trailer.**

If **Your Policy Schedule** shows that **You** have Third Party Fire and Theft cover then **We** only cover loss of or damage to the above property when it is caused by fire, lightning, explosion, theft or attempted theft.

What is not covered

1. If **Your Policy Schedule** shows that **You** have Third Party Fire and Theft cover, any loss or damage apart from that which is caused by fire, lightning, explosion, theft or attempted theft.
2. Any **Excess** shown in **Your Schedule** under the heading 'Policy Excesses'. This **Excess** applies to all loss and damage which occurs to **Your Motorhome** (including windows and windscreens), **Motorhome Equipment** and any **Trailer**.

You will not have to pay an **Excess** if the claim is for damage to **Your Motorhome's** windscreen or windows if the glass is repaired and not replaced.
3. Any part of a repair or replacement which leaves **Your Motorhome, Motorhome Equipment** or a **Trailer** in a better condition than before the loss or damage happened.
4. Wear and tear, depreciation or loss of use (unless the Loss of Use endorsement applies as noted on **Your Schedule**).
5. Reduction in the **Market Value** of **Your Motorhome** as a result of a repair.
6. Damage to tyres by punctures, cuts, bursts or braking.
7. Mechanical, electrical, electronic or computer failure or breakdown.
8. Damage caused by pressure waves from any flying object travelling at or above the speed of sound.
9. Loss or damage if:
 - **Your Motorhome** is left unlocked;
 - **Your Motorhome** windows are left open; or
 - **Your Motorhome** keys or anything else which replaces a key (such as a special card) is left in, on or about **Your Motorhome;**while it is unattended or unoccupied.
10. Loss or damage caused by deception.
11. Loss or damage resulting from **Your Motorhome** being taken, without **Your** permission, by:
 - **Your** husband or wife;
 - **Your** boyfriend or girlfriend;
 - a member of **Your** family; or
 - anyone who normally lives with **You**
12. Loss or damage caused by water gradually entering **Your Motorhome** through seams or seals.
13. Loss or damage caused by customs or other official bodies delaying, detaining or confiscating **Your Motorhome**.
14. Loss or damage caused by insects, vermin, fungus, damp, pets, rust, rot or frost.
15. Theft or attempted theft of the **Trailer** or any **Motorhome Equipment** within that **Trailer** whilst detached from **Your Motorhome** unless the **Trailer** is within the immediate vicinity of **Your Motorhome** and is fitted with a proprietary hitchlock; or a wheelclamp of a proprietary make which surrounds part of the tyre and covers at least one of the wheel nuts; or is in a locked building or compartment; or is secured with any other device agreed by **Us**.
16. Any costs covered by other insurance or the services of a motoring organisation.
17. Expenses that the people in **Your Motorhome** would have paid anyway on the journey.
18. Any loss or damage if **You** have completed an annual mileage declaration and the amount of miles shown is exceeded during the **Period of Insurance**.
19. The cost of replacing any undamaged item or part of any item solely because it forms part of a set or suite or is one of a number of items of similar nature, colour or design.
20. Any loss or damage when **Your Motorhome** is being used as **Your** domestic dwelling for a period of 8 months or more during the **Period of Insurance**.
21. Loss or damage while **Your Motorhome** is let for hire or reward.
22. Any living creature.

Additional exceptions which apply to Motorhome Equipment only

(Exceptions 1 to 22 also apply to **Motorhome Equipment**)

We do not cover loss of or damage to the following items:

- Articles normally worn, used or carried outside **Your** home by **You** or **Your** family in everyday life.
- Foodstuffs.
- Jewellery, precious stones, articles of gold or other precious metals, furs, watches, cameras (including video cameras and camcorders), photographic equipment, binoculars, mobile phones, portable computers, pictures, works of art and collections of stamps, coins or medals.
- Pedal cycles, sports equipment, fishing tackle, motor vehicles, aircraft, surfboards, sailboards, marine equipment and craft.
- Money, credit cards, stamps, documents or securities.
- Trade or business goods or samples.
- Items insured under any other policy.

How we will settle a claim under this section

A. The maximum amounts we will cover

We will provide cover up to the following maximum amounts:

1. For **Your Motorhome** – the **Market Value** or sum insured as noted on **Your Schedule**, whichever is the lesser. **We** will pay the cost of replacing **Your Motorhome** with a new one of the same make and model if within two years of **You** buying it as new it has a recorded mileage of less than 24,000 miles and it is:

- stolen and unrecovered; or
- damaged and a Royal & SunAlliance engineer confirms the vehicle is a total loss; or
- damaged and the repair cost exceeds 60% of its current new list price including car tax and VAT (where appropriate)

The original will then belong to **Us**. If **Your Motorhome** is not replaced **We** will pay a cash settlement based upon the **Market Value**.

2. For **Motorhome Equipment** - £3,000 in total with a single item limit of £500. If the **Motorhome Equipment** is in or on any **Trailer** or is removed from **Your Motorhome** then the most **We** will pay in total is £1,000 with a single item limit of £500.

3. For any **Trailer** – £1000.

4. If the only claim is for broken glass in **Your Motorhome's** windscreen or windows, including bodywork damaged by the breakage, then if the total amount payable is less than £1000 **Your No Claims Discount** will not be affected. If the total amount payable is over £1000 then **Your No Claims Discount** will be reduced in line with **Our** usual scale.

5. For replacement locks following theft of the keys or lock transmitter of **Your Motorhome** - £500.

B. How we will settle your claim

If the loss or damage is covered under **Your Policy**, **We** will settle **Your** claim as explained below.

1. Your Motorhome and Trailer

If **Your Motorhome** is damaged **We**:

- may choose to repair the damage or pay the amount of loss or damage. **We** may decide to use suitable parts which are not supplied or made by the original manufacturer. **We** may also use recycled parts of a similar type and quality to the parts **We** are replacing. If any part or accessory of **Your Motorhome** is obsolete, **We** will not pay more than **Our** reasonable assessment of what was the manufacturer's list price when it was last available for purchase plus an appropriate fitting charge. If there is a manufacturer's corrosion warranty applying to **Your Motorhome**, any parts **We** use will, as far as possible, comply with the warranty.

If **You** have contacted **Our** claims helpline and use **Our** approved repairers, work can begin straight away. Otherwise **You** must tell **Us** about the loss or damage and give **Us** a

detailed estimate of repair costs before **You** can arrange for work to start on any repairs.

- If **Your Motorhome** is stolen, or lost and never found, or if it cannot be repaired for a reasonable cost, **We** will pay the **Market Value** or sum insured as noted on **Your Schedule**, whichever is the lesser.
- **We** will deal with a claim for loss of or damage to a **Trailer** in the same way.

2. Replacement Locks

If the keys or lock transmitter of **Your Motorhome** are stolen **We** will pay for the cost of replacing:

- the door locks and/or boot lock
- the ignition/steering lock
- the lock transmitter and central locking interface provided **You** can establish to **Our** satisfaction the identity or garaging address is known to any person who is in possession of **Your** keys or transmitter.

3. Motorhome Equipment

If **Motorhome Equipment** is lost or damaged **We** will:

- pay for the damage to be repaired (if repairs can be made for a reasonable cost); or
- if repairs cannot be made for a reasonable cost, or if the item is stolen, or lost and never found, **We** will arrange replacement with property of similar quality and value.
- make a cash settlement provided that the amount of money does not exceed the repair or replacement cost.

C. Hiring and other agreements

If **You** have a hire purchase agreement or vehicle leasing agreement for **Your Motorhome**, **We** will pay any claim to **Your Motorhome's** legal owner.

D. Protecting, removing and delivering Your Motorhome and getting you home

If the loss or damage is covered under **Your Policy**, **We** will pay the reasonable costs of:

- taking **Your Motorhome** to a suitable repairer if it cannot be driven; and
- delivering **Your Motorhome** to the address shown on **Your Schedule** in the **British Isles** after it has been repaired or **Your** destination within the **Territorial Limits** provided **We** have agreed to extend **Your Policy** cover outside the **British Isles**.

If **You** elect to carry out the re-delivery of **Your Motorhome** yourself **We** will pay **Your** reasonable vehicle expenses. **We** will also pay for car hire for a period not exceeding 24 hours or other transport to take the **Driver** and up to five passengers to:

- **Your** address in the **British Isles**; or
- **Your** destination in the **British Isles**

E. Hotel accommodation

If it is not immediately possible for **You** to continue **Your** journey or return to **Your** address in the **British Isles**, **We** will pay the cost of one night's bed and breakfast for the **Driver** and up to five passengers while waiting for **Your Motorhome** to be repaired. This cover is limited to £50 for each person and £200 for each incident.

Section 2 Liability to the Public

What is covered

Cover for **Your** liability following an accident

We cover **You** if **You** are legally responsible for:

- killing or injuring someone; or
- damaging property (**We** will pay up to £20,000,000 including legal expenses for any claim or claims arising from one incident);

after an accident involving **Your Motorhome** or a **Trailer** which is attached to **Your Motorhome**.

The liability of other people

In the same way **You** are covered, **We** will cover:

- anyone **You** allow to drive **Your Motorhome**;
- anyone **You** allow to use **Your Motorhome** for social, domestic and pleasure purposes;
- any passenger travelling in, or getting into or out of **Your Motorhome**;
- **Your** employer or business partner while **Your Motorhome** is being driven or used on their business but only if this use is permitted under the "Limitations as to use" section of **Your Certificate of Motor Insurance**;
- **Your** spouse's employer or business partner while **Your Motorhome** is being driven or used on their business but only if this use is permitted under the "Limitations as to use" section of **Your Certificate of Motor Insurance**; and
- the legal personal representatives of any deceased person who, before their death, incurred liability covered under this section.

Costs and expenses

If **You** have **Our** written agreement **We** will pay:

- solicitors' fees for representing anyone covered under this section at a coroner's inquest, or fatal inquiry, or for defence in any court of summary jurisdiction;
- legal fees, costs and expenses for defending anyone, who is entitled to drive, against a charge of manslaughter or causing death by reckless or dangerous driving;
- other costs and expenses, relating to any incident which may lead to a claim under this section.

Emergency treatment

We will pay for emergency treatment fees as required by the road traffic laws.

What is not covered

1. Loss of or damage to **Your Motorhome** or any other property which is owned by or in the care of anyone making a claim under this section.
2. Legal liability for death of or physical injury to anyone as a result of their job, except as required under road traffic laws.
3. Legal liability in connection with any vehicle which belongs to or is hired to the employer or business partner of **You** or **Your** husband or wife if there is any other insurance policy covering the same liability.
4. The legal liability of anyone who is not driving but who is claiming cover if they know that the driver does not have a valid licence to drive **Your Motorhome**.
5. The legal liability of anyone, other than **You**, if they are entitled to cover under any other insurance policy.
6. Legal liability, except as required under road traffic laws, as a result of using a vehicle on any part of an airport or airfield provided for aircraft movement, parking or maintenance.
7. Legal liability for any consequence of **Terrorism** unless **We** have to meet the requirements of any road traffic legislation.

Section 3 Personal Accident

What is covered

If **You** or **Your** husband or wife are accidentally injured in an accident involving **Your Motorhome We** will pay £10,000 directly to the injured person, or to their legal representative.

The injury must be directly connected with **Your Motorhome** and the only cause within three months of:

- death;
- permanent loss of sight in one or both eyes;
- loss of one or more limbs at or above the wrist or ankle; or
- permanent loss of use of one or more limbs.

You and **Your** husband or wife must keep to the law relating to seatbelts.

We will only pay one benefit for death or injury to any person for any one incident. If **You** or **Your** husband or wife hold any other motor policy with **Us We** will pay under one policy only.

What is not covered

1. Death or injury caused by suicide or attempted suicide.
2. If anyone claiming is convicted in connection with the accident of a drink-driving offence or of driving under the influence of drugs.
3. If anyone **You** are claiming for was driving at the time of the accident, and is then found to have a higher level of alcohol or drugs in the blood than is allowed by law.
4. If anyone claiming is under 18 or over 75 years of age.

Section 4 Medical Expenses

What is covered

If the **Driver** or any passengers are injured in an accident involving **Your Motorhome We** will pay up to £150 for each person's incurred medical expenses.

Section 5 No Claim Discount

If no claims occur during the **Period of Insurance**, **Your No Claims Discount** will increase in line with **Our** usual scale.

If an incident occurs during the **Period of Insurance** which results in a claim, **Your No Claims Discount** will reduce in line with **Our** usual scale.

Your No Claims Discount is not affected by claims for:

- **Your Motorhome's** windscreen or windows, or for bodywork damaged by the breakage, where the total amount claimed is less than £1000;
- emergency treatment fees as required by the road traffic laws;
- breakdown;
- motor legal expenses;
- which **We** are able to recover the full cost from a third party.

Please refer to "Endorsements Applying" section regarding protecting **Your No Claims Discount**. The protected **No Claims Discount** endorsement only applies if confirmed as being in force on **Your Schedule**.

Section 6 Limited Foreign Travel

We provide the minimum cover required by law to allow **You** to use **Your Motorhome** in any of the following countries.

- Any country that is a member of the European Union.
- Any other country which agrees to meet European Commission Directives on Motor Insurance; and satisfies the European Commission that it has made arrangements to meet the requirements of these Directives.

"European Breakdown cover" and "European Travel" are endorsements and only apply if confirmed as being in force on **Your Schedule**.

Section 7 Assistance Following a Breakdown

The “Assistance Following a Breakdown” section of the policy is operated by Inter Partner Assistance. Separate definitions apply to this section of the policy, see below.

24 Hour Helpline Service
01737 815 123

Definitions (Applying to this section)

Breakdown

Immobilisation of the **Motorhome** as a result of mechanical breakdown, accident, act of vandalism, fire or attempted/recovered theft, flat tyre, lack of fuel, flat battery, loss or breakage of vehicle keys, occurring within the **Territorial Limits** during the **Period of Insurance**.

Home

Your address as shown in **Your** Schedule, or the place where the **Motorhome** is normally kept.

Injured

Bodily injury, death, disease, illness or nervous shock.

Motorhome

Any **Motorhome** for which the appropriate premium has been paid and received by **Us**. This includes any **Trailer** being towed by the **Motorhome**.

Period of Insurance

The period stated on **Your** certificate of motor insurance.

Territorial Limits

Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.

Trailer

Any one trailer / car towing device owned and used solely in connection with **Your Motorhome** other than:

- a mechanically propelled vehicle whether it can be driven or not
- a horsebox trailer
- a caravan

We / Us / Our

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR
Registered Number : FC008998.

Inter Partner Assistance are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

You / Your / Driver

The policyholder or any person driving with **Your** permission and / or any passenger in the insured vehicle (maximum 6 people including the **Driver**).

What is covered

Injured driver

If the **Driver** is **Injured** during a journey and unable to drive, and there is no-one qualified to drive the **Motorhome**, **We** will provide and pay for a driver to return the **Motorhome** and the people in it to **Your Home**.

Breakdown assistance

If the **Motorhome** breaks down inside the **Territorial Limits** but at least one mile from **Your Home**, **We** will pay for:

- a repairer to go to the scene of the accident or **Breakdown** and to provide one hour's labour for on the spot repairs; or
- the **Motorhome** to be taken to the nearest suitable garage or place of safe storage if **We** believe repairs cannot be carried out on the spot. **You** will then be responsible for all repair costs.

If roadside repair cannot be carried out and the **Motorhome** cannot be repaired the same day at a suitable garage, **We** will also pay for:

- 1 A single journey to take the **Motorhome**, the **Driver** and up to five passengers to:

- **Your Home**; or
- **Your** immediate destination within the **Territorial Limits**; or
- a repairer **You** have chosen within 15 miles of wherever the **Driver** and passengers have been taken; or
- **Our** approved repairer

or

- 2 Car hire for a period not exceeding 24 hours or other transport to take **You** to:

- **Your Home**; or
- **Your** immediate destination within the **Territorial Limits**. **You** will be responsible for returning the hire car and for collecting **Your Motorhome**.

or

- 3 The cost of one night's bed and breakfast while waiting for the **Motorhome** to be repaired. This cover is limited to £50 each for the **Driver** and up to five passengers and £200 for each accident or **Breakdown**.

or

- 4 Any other suitable help **We** can give to the **Driver** and passengers.

We will decide which of these **We** will do.

If **You** will not accept **Our** decision on the most suitable form of help **We** will not pay more than £100 for any accident or **Breakdown**.

What is not covered

Cover under this endorsement will not apply until **We** have agreed to arrange help.

We will not pay for the following:

- Any **Motorhome** stranded in mud, snow, sand or water.
- Any **Motorhome** modified for racing, trials or rallying or taking part in these activities.
- The cost of any parts, lubricants, fluids or fuel.
- Any damage or other loss, which arises as a result of assistance provided following a **Breakdown**.
- Any costs covered by other insurance or the services of a motoring organisation.
- Any claim when the **Motorhome** is:
 - carrying more passengers or towing a greater weight than it was designed for; or
 - driven unreasonably on unsuitable ground; or
 - being driven with **Your** permission by any person who does not conform to the conditions of the motor vehicle driving licence held or does not have a valid driving licence.
- Expenses, including any toll or ferry fees which the people in the **Motorhome** would have paid anyway on the journey.
- Any accident or **Breakdown** which **You** caused deliberately.
- Any **Breakdown** caused by repairs or attempted repairs carried out during the same journey unless **We** have authorised those repairs.
- Any costs, damage or other loss which result from any action or work carried out by anyone acting on **Your** instructions or the instructions of any person acting on **Your** behalf.
- Any costs which result from the unavailability of spare parts due to the failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
- Any damage or legal liability which happens as the direct or indirect consequences of, or consists of the failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
- Any call out or recovery costs incurred in the **Territorial Limits** following a **Breakdown** where the police or other emergency service insist on immediate recovery by the third party.
- Transportation of horses or livestock. Onward transportation of any animal in **Your Motorhome** shall be at **Our** discretion and solely at **Your** risk.
- Recovery or assistance where the **Motorhome** is being used for the carriage of commercial goods.
- Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
- Any loss or damage caused by riot or civil commotion that happens outside the **Territorial Limits**.
- Anything mentioned in the general exclusions.

Terms and conditions

- 1 The **Motorhome** must be permanently registered in the **Territorial Limits** and have a current MOT certificate. It shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's specifications.
- 2 **You** must replace any parts, including the battery, which are failing as soon as **You** discover the problem.
- 3 If the **Motorhome** is repaired on the spot **You** must arrange for any permanent repairs that are necessary to be completed as soon as possible, **We** shall not be liable to provide further assistance in respect of the same incident or insured event.
- 4 There must be a usable spare wheel in the **Motorhome** at all times (including a wheel for any **Trailer**).
- 5 **You** are responsible for the safety of the contents of the **Motorhome** and, unless **Injured**, must be with the **Motorhome** when assistance arrives.
- 6 **You** may be charged a fee if **You** do not do everything **You** reasonably can to make the **Motorhome** easily accessible.
- 7 **You** may be charged a fee if **You** get the **Motorhome** going and do not let **Us** know immediately.
- 8 The helpline number in this policy must be used to obtain assistance. Recovery agents / repairers should not be contacted directly. Whoever calls for help must quote your policy number. The relevant identification should be shown on the demand of the repairer, recovery specialist or any other nominated agent of **Ours**.
- 9 **We** will not be responsible for the cost or the quality of repairs when **Your** vehicle is repaired in any garage to which the vehicle is taken.
- 10 **You** will have to pay the cost for the recovery or repair vehicle coming out to **You** if, after requesting assistance to which **You** are entitled, **Your Motorhome** is moved, recovered or repaired by any other means.
- 11 **We** shall be entitled to request all reasonable assistance from **You** to conduct proceedings in **Your** name for **Our** benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.
- 12 **We** reserve the right to nominate a suitable garage equipped to undertake repair, at **Your** expense, rather than recover an immobilised **Motorhome**, where effective repairs can be completed within 8 Hours.
- 13 **We** will not arrange for assistance where **Your Motorhome** is considered to be dangerous or illegal to repair or transport.
- 14 **We** shall not be responsible for more than two claims made against the Service during any 12 month period which arise from a common identified fault.
- 15 **We** shall not be responsible for more than FOUR claims (SEVEN for joint policyholders) against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered with all costs charged to **You**.
- 16 Should **You** be unwilling to accept **Our** decision or that of **Our** agents on the most suitable form of assistance to be provided, **We** will pay not more than £100 for any one **Breakdown** towards **Your** preferred form of assistance.
- 17 Hire cars are provided subject to **You** meeting the conditions of the hirer. In most parts of Europe, hire cars are not permitted to cross national frontiers or be brought back to the UK.
- 18 Details of **You**, **Your** insurance cover and claims will be held by **Us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints Procedure (Applying to this section)

We aim to give customers a high standard of service at all times. If **You** are unhappy with the service provided for any reason or have cause for complaint **You** should initially contact the duty manager at: Caravan Guard Limited, New Road, Halifax, HX1 2JZ. Tel 01422 396 777 Fax 01422 396 800. They will tell **You** what they will do to resolve **Your** concerns and how long it will take.

In the unlikely event that **You** remain dissatisfied and wish to make a complaint, please contact: The General Manager, Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

If they cannot resolve the matter to **Your** satisfaction, they will provide **You** with their final response so that **You** can, if **You** wish refer the matter to the Financial Ombudsman Service. Their address is: Insurance Division, The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR Tel 0845 080 1800

If **You** make a complaint, **Your** right to legal action against **Us** is not affected.

Section 8 Legal Expenses

Welcome to MSL

The “Motor Premier Legal Expenses Insurance” section of the policy is provided by MSL Legal Expenses Limited and underwritten by Financial & Legal Insurance Company Limited. As an MSL customer You now have legal services insurance to protect You in relation to the legal disputes set out in this policy and to provide You with other benefits.

This is Your certificate. Your certificate number for this policy is ACA145.

A summary of the cover provided by this policy is shown in Your key facts document.

You are entitled to cancel Your policy with a full premium refund within 14 days of it starting, provided that there have been no claims.

Our Agreement

This insurance is a contract between Us (MSL Legal Expenses Limited) and You (the person named in the Motor Policy as the policyholder or insured). We will, subject to the terms and conditions of this policy, provide You with the insurance and benefits set out in this policy, in respect of events occurring during the Period of Insurance and for any subsequent period for which We may accept a renewal premium.

This insurance has been effected with and this certificate signed on behalf of Financial & Legal Insurance Company Limited.

Signed on our behalf



Nick Garner, Managing Director
MSL Legal Expenses Limited

CLAIM AND HELPLINE NUMBER

0800 387 165

Please quote certificate number ACA145 when calling.

The Meaning of Words in this Policy

Each of the words or terms shall have a specific meaning which applies wherever they appear in bold type in this policy.

Appointed Representative

means the claim negotiator, or the lawyer, accountant or other suitably qualified person appointed by Us to act on behalf of the Insured Person, in accordance with Our standard terms of appointment which may include a collective conditional fee agreement or a conditional fee agreement.

Costs and Expenses

means all necessary and reasonable:

- (i) Fees, costs, disbursements and expenses charged by the Appointed Representative and agreed by Us
- (ii) Opponents costs in civil cases where the Insured Person is ordered to pay them or where We agree to pay them in pursuing the claim including the costs of any appeal or defending an appeal, provided the Insured Person tells Us within the time limits and provided that We agree to the appeal.

Date of Occurrence

means the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause the date of the occurrence is the date of the first event.

Insured Person

means You and any person who is authorised by You and is insured to drive the Insured Vehicle under the motor insurance policy with which this insurance is issued, and any passenger in, on, getting into, out of or off the Insured Vehicle, provided that they have Your permission to claim under this policy.

Insured Vehicle

means any motor vehicle insured by the motor policy with which this insurance policy is issued.

Motor Policy

The motor insurance policy with which this certificate is issued.

Period of Insurance

The period not exceeding twelve months for which You have paid or agreed to pay and We have agreed to accept a premium. The expiry date of this period will be the same as that of the current certificate of motor insurance issued in conjunction with the Motor Policy.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the Insured Person recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by Us or the Appointed Representative.

Legal Proceedings

means a legal remedy for compensation.

We/Us/Our

means MSL Legal Expenses Limited.

You/Your

The person(s) named in the Motor Policy as the policyholder or insured.

Policy Sections

Uninsured Loss Recovery Section

What is Insured

We will, subject to the Claims Settlement Provisions, pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any one claim for the recovery of uninsured losses resulting from an incident involving the **Insured Vehicle** which causes:

- (i) Damage to the **Insured Vehicle** and to personal property in it or on it.
- (ii) Death of or bodily injury to the **Insured Person**.

Provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The **Date of Occurrence** of the claim is within the **Period of Insurance**.

What is Not Insured

- (a) Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.
- (b) Any claim relating to the **General Exclusions**.

Rehabilitation Section

What is Insured

In respect of a claim for bodily injury under the Uninsured Loss Recovery Section, **We** will pay for an assessment and, if recommended and agreed as a result of that assessment, for up to a maximum of three sessions of rehabilitation physiotherapy subject to that treatment leading to the probability of a faster return to work.

Provided that the assessment is undertaken by an assessment centre approved by **Us** and any physiotherapy supplied by a practitioner approved by our assessment centre.

What is Not Insured

- (a) Any costs incurred before a claim is made.
- (b) Any claim relating to the **General Exclusions**.

Legal Defence Section

What is Insured

We will, subject to the Claims Settlement Provisions, pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to the defence of a criminal prosecution of a motoring offence provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. the **Date of Occurrence** of the offence or the date the offence is alleged to have occurred, is within the **Period of Insurance**.
3. there is a genuine defence to the prosecution.

We will not pay more than:

- (i) £1,000 in total in respect of all claims in any one **Period of Insurance**.
- (ii) Two claims in any one **Period of Insurance**.

What is Not Insured

- (a) The first £100 of each claim.
- (b) Any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.
- (c) Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.
- (d) Any claim relating to the **General Exclusions**.

Claim Settlement Provisions

1. Maximum Amount Payable

We will not pay, subject to any inner limits specified in this policy, more than £100,000 for any one claim.

2. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

3. When You must report a claim to Us

The **Insured Person** must tell **Us** of a claim or any incident that may lead to a claim as soon as reasonably possible and no later than 60 days (14 days upon receipt of the notice of intended prosecution under the Legal Defence Section) after the date on which the **Insured Person** first knew about the incident.

4. Acceptance of claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**.

If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

5. Conduct of the Claim

(i) **We** will be entitled:

- To have direct contact with the **Appointed Representative**.
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceeding** at any time and negotiate any claim on behalf of the **Insured Person**.
- To refuse to accept a claim or continue with a claim where **You** have not disclosed material information or failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

(ii) *What the **Insured Person** must do:*

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist.
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this policy.
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court.
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.

(iii) *What the **Insured Person** must not do:*

- Under no circumstances must the **Insured Person** accept or reject an offer to settle a claim without **Our** consent or the consent of the **Appointed Representative**.
- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** or the **Appointed Representative** without **Our** consent.
- Pursue a claim in any way against the advice or instructions from **Us** or the **Appointed Representative**.
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (ii) and (iii) above.

6. Payment instead of pursuing or defending a claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

7. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

8. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

If there is any dispute about the choice of lawyer **We** will ask the President of the relevant Law Society to choose a suitably qualified lawyer.

Where the **Insured Person** is entitled to choose their own lawyer or other suitably qualified person, the most **We** will pay is the amount **We** would have paid to **Our** own lawyer or suitably qualified person.

General Exclusions

The following are not insured by this policy:

1. Dishonesty, Deliberate Acts, Violence, Criminal Acts and Fraud

Any claim:

- (a) Involving actual or alleged dishonesty, violence or any deliberate or criminal act or omission by the **Insured Person**.
- (b) Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

2. Judicial Review, Mediation and Arbitration

Any claim directly or indirectly relating to or resulting from:

- (a) An application for a judicial review.
- (b) Mediation and arbitration.

3. Bankruptcy, liquidation or receivership

Any claim where **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into Deed of Arrangement or where part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

4. Third Party Rights

Any person or company who is not party to this contract has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this policy.

5. Disqualified Drivers

Where, at the **Date of Occurrence**, the **Insured Person** has never held or has been disqualified from holding or obtaining a driving licence.

6. Contracts

Any claim relating to a contract involving the **Insured Vehicle**.

7. Other Insurance

Any **Costs and Expenses** which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

8. Fines and penalties

For fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority.

9. Disputes with Us

Any claim against **Us**, Financial and Legal Insurance Company Limited or any company or subsidiary of the MSL group of companies (MSL Legal Expenses Limited and MSL Vehicle Rental Limited).

10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or

damage to property by or under the authority of any government, public or local authority.

11. Radioactive Contamination and Pressure Waves

Any claim which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- (a) Ionising radiations or contamination by radioactivity from any 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) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Territorial Limits

Any claim:

- (a) Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man.
- (b) Which occurs:
 - Outside the European Union member countries in respect of the Uninsured Loss Recovery section
 - Outside the United Kingdom, the Channel Islands or the Isle of Man in respect of all other sections
- (c) Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

General Conditions

1. Observance of Terms

Anyone making a claim under this policy must have Your permission and observe the terms under this policy.

2. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

3. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

4. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

5. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

6. Data Protection

Any personal information provided by **You** may be held by **Us** and Financial & Legal Insurance Company Limited in relation to this policy. It may be used by **Us** and Financial & Legal Insurance Company Limited's relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- Help make decisions on proposals for cover and claims for **You** and members of **Your** household and any **Insured Person**
- Trace debtors, recover debt, prevent fraud, and manage **Your** policies
- Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity

This may involve the transfer of **Your** information to

countries, which do not have Data Protection laws. Under Data Protection legislation, **You** can ask us in writing for a copy of certain personal records held about **You**. A charge may be made for this service.

We, Financial & Legal Insurance Company Limited and other companies in the MSL group of companies (MSL Legal Expenses Limited and MSL Vehicle Rental Limited) may use **your** details to:

- Send **You** information by letter, email or phone about other products and service that may interest **You**
- Carry out research.

If **You** would prefer not to receive marketing information or take part in research, simply tell **Us** when **You** call next.

We will not make **Your** personal details available to any companies outside the MSL group of companies or Financial & Legal Insurance Company Limited to use for their own marketing purposes.

7. Recoveries

We reserve the right, at our own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this policy such **Costs and Expenses** must be immediately repaid to **Us**.

8. Governing Law

This policy is subject to the law applicable to **Your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

9. Referral

We may refer **You** to a solicitor with whom **We** have a financial arrangement to handle any legal issue that **You** may have. The solicitors introduction and referral code requires **Us** to advise **You** that a fee may be paid to **Us** for referral of the legal issue to a solicitor. Details of the referral arrangements will be provided to **You** by the solicitor on request. For the avoidance of doubt please be aware that no payment will be sought from **You** and this payment will not affect the independence, professional judgment and advice that will be given to **You**.

How to make a Claim and Helpline Service

0800 387 165

Please quote certificate number ACA145 when calling.

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at **info@msl.co.uk** or write to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Fax 0800 195 1184.

If there is a claim which is covered by the policy **We** will then send the **Insured Person** a claim form for completion and return to **Us**.

If the claim is accepted and **Reasonable Prospects** exist, the claim will be handled by our specialist claims unit or **We** will instruct one of our lawyers or other suitably qualified representatives to act on behalf of the **Insured Person**.

Please note that:

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this policy.
- Under this policy there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

How to make a Complaint

Our aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a complaint relating to the sale of the policy, please contact **Your** insurance advisor.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** on 0845 301 2100 or in writing to MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

Our staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS). **You** can contact FOS at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

Financial Service Compensation Scheme

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised and regulated by the Financial Services Authority (registered in England under Company no 03034220 and by the Financial Services Authority under no 202915).

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW Fax 0845 280 0222. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Services Authority under no. 311676.

General Exceptions

(These exceptions apply to the whole Policy)

1. Uninsured drivers and use

We will not cover any claim if **Your Motorhome** is being:

- used for a purpose which is not included on **Your Certificate of Motor Insurance**;
- driven by someone or in the care of someone for the purpose of being driven, who is not shown as allowed to drive on **Your Certificate of Motor Insurance**;
- driven by someone who does not have a valid licence unless he or she has one and is not disqualified from obtaining another one;
- driven by someone who does not meet the conditions of their licence, except as required by road traffic laws.

This exception does not apply to Sections 1 or 6 if **Your Motorhome** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel or restaurant for the purpose of parking.

2. Liability under an agreement

We will not pay for liability created by an agreement which would not have existed without that agreement.

3. Radioactivity

We do not cover any loss, damage or liability caused by:

- ionising radiation or contamination caused by radioactivity from nuclear fuel or nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

4. War

We do not cover any loss, damage or liability caused by war, riot, revolution or similar event, except as required under road traffic laws.

5. Riot and civil unrest

We do not cover incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands. This exception does not apply to Section 2.

6. Pollution

We do not cover loss or damage or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the **Period of Insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.

All pollution caused by one incident will be considered to have happened at the time the incident took place.

This exception does not apply if **We** must provide cover under road traffic laws.

7. Rallies, competitions, trials and track days

We will not cover any claim if **Your Motorhome** is used:

- in a rally (other than a motorhome / caravan rally);
- in a competition;
- in a motor trial;
- on a racetrack;
- on a circuit; or
- on a prepared course.

8. Riot and civil unrest

We will not be liable for any consequence of **Terrorism** unless **We** have to meet the requirements of any road traffic legislation.

Policy Conditions

(These conditions apply to the whole **Policy**)

1. Reporting a claim

You must tell **Us** immediately about any incident or legal proceedings which may lead to a claim.

If there has been a theft or attempted theft, **You** must also tell the police immediately. **We** may ask **You** to provide all the details in writing together with any evidence which **We** may need. If **You** receive a writ, summons or other legal documents or letters, **You** must send them to **Us** immediately. **You** must not answer any correspondence without **Our** permission. **We** will not refuse permission without a good reason.

2. Assessing your claim

You must give **Us** whatever help and information **We** ask for.

You must not admit or deny a claim or negotiate or promise to pay a claim without **Our** written permission. **We** will not refuse permission without a good reason.

3. Fraud

We will not pay benefits or arrange assistance if:

- **You** or any person makes a false claim or deliberately exaggerate **Your** claim;
- **You** or any person sends **Us** false declarations or statements to support **Your** claim; or
- **You** or any person sends **Us** any other false or invalid documents to support **Your** claim.

4. Fraudulent application for insurance

We will not pay benefits or arrange help if:

- any part of **Your** application for this insurance; or
- any further changes **You** ask for under this **Your Policy**

are deliberately or negligently fraudulent. For example, this could include:

- not telling **Us** about motoring or criminal convictions;
- not telling **Us** about previous accidents or losses, even if a claim was not made;
- not telling **Us** about modifications to **Your Motorhome**
- giving **Us** false information about who is the registered keeper or owner of **Your Motorhome**
- giving **Us** false information about the main user of **Your Motorhome**;

This is not a full list.

5. Changes in risk

You must tell **Us** immediately about any change in risk which could affect **Your Policy**. For example, **You** must tell **Us** if any of the following happens.

- **You** or any other **Driver** has been convicted of any motoring offence including Fixed Penalty Offences.
- **You** or any other **Driver** has been convicted of a criminal offence or have any possible prosecutions outstanding.
- **You** or any other **Driver** has been involved in any motor accident or claim.
- **You** or any other **Driver** has been diagnosed with any health condition that the DVLA (Driver and Vehicle Licensing Agency) have needed to be informed about.
- The main **Driver** of **Your Motorhome** changes.
- The registered keeper or owner of **Your Motorhome** changes.
- If **Your Motorhome** is used for anything other than private use.
- If any modifications are made to **Your Motorhome**.
- If **You** change the place where **You** normally store **Your Motorhome** when not in use.
- If **You** put **Your Motorhome** up for sale and as a consequence **Your Motorhome** is kept at a different address pending its sale.
- If **You** move house.

This is not a full list. If **You** are not sure whether to report any change, please speak to **Us**.

6. Looking after Your Motorhome, Motorhome Equipment and any Trailer

You and any other **Driver** must do everything possible to prevent loss or damage and keep **Your Motorhome, Motorhome Equipment** and any **Trailer** in good condition. **You** must ensure that reasonable precautions are taken at all times to safeguard **Your Motorhome, Motorhome Equipment** and any **Trailer** from loss or damage.

During the months of October, November, December, January, February, March and April **You** must drain all **Your Motorhome's** water systems and internal sanitary systems when **Your Motorhome** is not in use.

If **Your Motorhome** is protected by an alarm, immobiliser or 24 hour tracking device agreed by **Us** and **We** have only agreed to cover **Your Motorhome** subject to this device being activated then an endorsement will be displayed on **Your Policy Schedule** which confirms this.

7. Cancelling your policy

We may cancel **Your Policy**. If **We** do this, **We** will write to **You** at **Your** last known address by recorded delivery. In **Our** letter **We** will confirm that all cover will end 7 days after the date on the letter. **You** must then return **Your Certificate of Motor Insurance**.

You can cancel **Your Policy**. To do this, **You** must write to **Us** and return **Your Certificate of Motor Insurance**. **Your** cover will end on the date **We** receive the **Certificate of Motor Insurance** or future date requested by **You**.

Once the **Certificate of Motor Insurance** has been returned, if no claim has been made or will arise in the current **Period of Insurance**, **We** will give **You** a refund of premium based on **Our** short period rates. These are shown in the table below.

Our short period rates

Number of months Policy has been in force during Period of Insurance	Percentage amount of Your annual premium which We will charge
1	42%
2	42%
3	48%
4	54%
5	60%
6	65%
7	71%
8	77%
9	83%
10	88%
11	94%
12	100%

Please note that charges for breakdown and Legal Expenses are not refundable in the event of cancellation.

If a claim is made during the current **Period of Insurance** or will arise, **We** will not give **You** any refund on **Your** premium.

If **You** cancel **Your Policy** after an event which may lead to a claim, **You** must pay **Us** the rest of **Your** premium up until the next renewal date. This includes continuing with any instalment payments due in the current **Period of Insurance** or paying in full any premium owed to **Us**.

If **Your Policy** is cancelled either by **Us** or **You** and **You** owe **Us** money in respect of **Your Policy's** premiums, **We** may deduct the amount owed to **Us** from any claims settlement.

If **You** choose to pay through **Our** monthly instalment scheme and miss a payment, **We** will consider this to be notice that **You** wish to cancel **Your Policy** and will cancel **Your Policy** immediately. **You** must then return **Your Certificate of Motor Insurance** to **Us** immediately.

8. Other insurance

If a claim under **Your Policy** is also covered by other insurance, **We** will only pay **Our** share of the claim.

9. Taking over your rights

If **You** make a claim, **You** must be prepared to take any steps **We** ask **You** to take to protect **Your** rights. **You** must also be prepared to allow **Us** to act in **Your** name and take any steps **We** feel are necessary to protect **Your** rights. This may mean that **We** defend or settle the claim in **Your** name. If this happens, **We** will pay any costs involved.

10. Our right to claim payments back

If the law of any country covered by **Your Policy** requires **Us** to settle a claim which **We** would not otherwise have paid, **We** may claim back this amount from **You** or the person who incurred the liability.

11. Cover for car sharing

Your Policy allows **You** to accept payment from passengers in **Your Motorhome** as part of a car-sharing agreement as long as:

- **Your Motorhome** has not been built or adapted to carry more than eight passengers and a **Driver**;
- **You** are not carrying passengers as part of a business of carrying passengers; and
- **You** do not make a profit from the total payments **You** receive for the journey.

12. Adequacy of sum insured

It is **Your** responsibility to ensure that the sum insured shown in **Your Schedule** is adequate.

Endorsements Applying

Endorsements amend the cover provided by **Your Policy**. Endorsements only apply if they are listed in the “Endorsements applying” section of **Your Schedule**.

If any person’s name appears in the **Schedule** in connection with an endorsement, the endorsement applies only to that person.

Endorsement: Protected No Claims Discount

We will not reduce **Your No Claims Discount** unless more than two claims happen over five **Periods of Insurance** in a row.

If three or more claims happen then **We** will reduce **Your No Claims Discount** in line with **Our** usual scale and **You** will no longer benefit from **No Claims Discount** protection.

Endorsement: Security Requirements

When **Your Motorhome** is unattended **We** will pay for the **Theft of Your Motorhome** only if the ignition keys are removed from the vehicle

and

Your Motorhome is protected by an alarm, immobiliser or 24 hour tracking device agreed by **Us**

and

The alarm, immobiliser or tracking device is activated and is fully maintained in accordance with manufacturers’ recommendations.

Endorsement: Loss of Use

Definition (Applying to this endorsement only)

Motoring holiday

A holiday of at least 7 days duration which has been arranged and booked at least 28 days prior to the date of departure and where **You** will be using **Your Motorhome**.

What is covered

Whilst on a **Motoring Holiday** or if during the 28 days immediately prior to a **Motoring Holiday Your Motorhome** sustains loss or damage following an incident which is covered under **Your Policy** and **You** are deprived of the use of the **Motorhome We** will pay for **You** to hire a suitable **Motorhome** for the period of (or remaining part of) **Your Motoring Holiday**.

The most **We** will pay is:

- up to £100 per day for no more than 14 continuous days per **Motoring Holiday**
- no more than £2,800 in any **Period of Insurance**.

What is not covered

Hire charges covering a period after the date **You** have or had originally intended to return home.

Endorsement: European Travel

Please note that the cover described under this section is in respect of loss of or damage to **Your Motorhome, Trailer and Motorhome Equipment** only. It does not extend to include European Breakdown cover. European Breakdown cover is only in force if **You** have contacted **Us** to request this and it is confirmed as being in force on **Your Schedule** as an endorsement.

1. Cover for Your Motorhome, Motorhome Equipment and any Trailer within the Territorial Limits

The "Level of Cover" shown in **Your Schedule** will apply for up to 180 days in any one **Period of Insurance** whilst **Your Motorhome** is being driven or used outside the **British Isles** but within the **Territorial Limits**. If **We** provide a longer period of cover under **Your Policy** then this will be shown on **Your Schedule**.

If **Your Motorhome** is involved in an accident **We** can provide immediate help by:

- Finding a suitable repairer and arranging necessary towing.
- Obtaining and delivering any parts needed.
- Arranging for **Your Motorhome** to be brought home if it cannot be driven.

The countries where **We** automatically provide this cover are:

- any country which is a member of the European Union (apart from the UK) these are currently the Republic of Ireland, France, Germany, the Netherlands, Luxembourg, Belgium, Denmark, Portugal, Spain, Italy, Austria, Greece, Finland, Sweden, the Czech Republic, the Slovak Republic, Hungary, Estonia, Latvia, Lithuania, Malta, Poland, Slovenia, and Cyprus*

(* Cyprus only includes those areas under the control of the Government of the Republic of Cyprus)

- Iceland, Liechtenstein, Norway, Croatia and Switzerland.

All the territories listed above have agreed that a Green Card is not necessary for travelling between them. **Your Certificate of Motor Insurance** should provide sufficient evidence that **You** are complying with the laws on compulsory insurance of motor vehicles in these countries. However **We** can still provide a Green Card if **You** wish subject to an administration charge.

If **You** visit any of these countries please take **Your Certificate of Motor Insurance** and this policy booklet with **You**.

If **You** are travelling in France it is also important to take **Your Vehicle Registration Document**, as the authorities may ask to see this if **You** have an accident.

2. Cover for Your Motorhome, Motorhome Equipment and any Trailer outside the Territorial Limits

We can, upon request, extend **Your Policy** cover for temporary trips to:

Albania; Andorra; Belarus; Bosnia; Bulgaria; Estonia; Latvia; Moldova; Romania; Turkey; Malta; Poland; the former Yugoslavian republics of Serbia and Montenegro; and the Ukraine.

You will have to pay an additional premium for this cover.

You must tell **Us** at least 14 days before **You** visit any of these countries. **We** will then issue **You** with a Green Card.

3. Cover for customs duty and delivery to your home

If **We** pay a claim under section 1 of **Your Policy** for loss of or damage to **Your Motorhome, Motorhome Equipment and Your Trailer** and **You** have been unable to return **Your Motorhome, Motorhome Equipment and Your Trailer** to the address shown in **Your Policy Schedule** because of the severity of the damage, **We** will also pay:

- customs duty **You** have to pay because **You** have temporarily imported the **Motorhome**, and
- the reasonable cost of taking **Your Motorhome**, after repair, to **Your** address shown in **Your Schedule**, or to
- **Your** temporary address in the country where the incident occurred.

4. Hotel accommodation

If it is not immediately possible for **You** to continue **Your** journey or return to **Your** address in the **British Isles**, **We** will pay the cost of one night's bed and breakfast for the **Driver** and up to five passengers while waiting for **Your Motorhome** to be repaired. This cover is limited to £50 for each person and £200 for each incident.

5. How to obtain assistance abroad

Following loss or damage, which is covered under **Your Policy**, **We** will assist **You** subject to the terms set out in **Your Policy**. To obtain assistance, please phone the helpline on the inside cover.

Please note that:

- **We** will decide the most suitable and reasonable method of dealing with the emergency;
- the assistance **We** provide will be subject to the terms and conditions of **Your Policy**;
- any costs which are not insured by **Your Policy** must be repaid to **Us**.

Endorsement: European Breakdown Insurance

The “European Breakdown Insurance” section of the policy is operated by Inter Partner Assistance. Separate definitions apply to this section of the policy, see below.

24 Hour Helpline Service 0044 1737 815 123

Definitions (Applying to this section)

Breakdown

Immobilisation of the **Motorhome** as a result of mechanical breakdown, accident, act of vandalism, fire or attempted/recovered theft, flat tyre, lack of fuel, flat battery, loss or breakage of vehicle keys, occurring within the **Geographical Area** (if the appropriate premium has been paid) during the **Period of Insurance**.

Geographical Area

Any country which is a member of the European Union and other territories for which cover is expressly provided under the motorhome policy.

Home

Your address as shown in **Your** Schedule, or the place where the **Motorhome** is normally kept.

Injured

Bodily injury, death, disease, illness or nervous shock.

Motorhome

Any **Motorhome** for which the appropriate premium has been paid and received by **Us**. This includes any **Trailer** being towed by the **Motorhome**.

Period of Insurance

The period stated on **Your** certificate of motor insurance.

Territorial Limits

Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.

Trailer

Any one trailer / car towing device owned and used solely in connection with **Your Motorhome** other than:

- a mechanically propelled vehicle whether it can be driven or not
- a horsebox trailer
- a caravan

We / Us / Our

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR
Registered Number : FC008998.

Inter Partner Assistance are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group

You / Your / Driver

The policyholder or any person driving with **Your** permission and / or any passenger in the insured vehicle (maximum 6 people including the **Driver**).

What is covered

Cover described by this endorsement applies for up to the number of days noted on the Schedule in any **Period of Insurance**.

Injured driver

If the **Driver** is **Injured** during a journey and unable to drive, and there is no-one qualified to drive the **Motorhome**, **We** will provide and pay for a driver to take the **Motorhome** and the people in it to **Your** intended destination.

Breakdown assistance

1 If the **Motorhome** breaks down in the **Geographical Area** during the **Period of Insurance** **We** will pay up to a total of £250 for each visit to the **Geographical Area** **You** make for:

- A vehicle rescue operator to come to the place of the **Breakdown** to try and restore the **Motorhome's** mobility.
- Any necessary towing and storage of the **Motorhome** within the **Geographical Area**.

The most **We** shall pay under this section of this endorsement is £750 in any **Period of Insurance**.

2 If during the **Period of Insurance** the **Motorhome** is inside the **Geographical Area** and;

- Breaks down, or
- Is involved in an accident which results in a valid claim under section 1 of this Policy

For each visit **You** make to the **Geographical Area** **We** will pay up to a total of £500 for:

a) Accommodation expenses for one night while waiting for the **Motorhome** to be repaired. This cover is limited to £30 each for the **Driver** and up to five passengers.

b) Accommodation expenses for up to three extra nights if the **Motorhome** cannot be repaired within 24 hours. This cover is limited to £30 each for the **Driver** and up to five passengers.

or

c) Car hire or other transport for up to 72 hours to take **You** to **Your** destination; and for the **Motorhome** to be returned to **You** or the **Driver** to return to the repairer to collect the **Motorhome**.

The most **We** shall pay under this section of this endorsement is £1000 in any **Period of Insurance**.

We will also pay for **You** and the **Motorhome** to be returned **Home** if the **Motorhome** cannot be repaired within a reasonable period or is so badly damaged that it is not economical to repair it.

We will decide which of these **We** will do.

Please note: Regulations in Eastern Europe may result in longer response times than **Our** usual standards.

What is not covered

Cover under this endorsement will not apply until **We** have agreed to arrange help.

We will not pay for the following:

- Any **Motorhome** stranded in mud, snow, sand or water.
- Any **Motorhome** modified for racing, trials or rallying or taking part in these activities.
- The cost of any parts, lubricants, fluids or fuel.
- Any damage or other loss, which arises as a result of assistance provided following a **Breakdown**.
- Any costs covered by other insurance or the services of a motoring organisation.
- Any claim when the **Motorhome** is:
 - carrying more passengers or towing a greater weight than it was designed for; or
 - driven unreasonably on unsuitable ground; or
 - being driven with **Your** permission by any person who does not conform to the conditions of the motor vehicle driving licence held or does not have a valid driving licence.
- Expenses, including any toll or ferry fees, which the people in the **Motorhome** would have paid anyway, on the journey.
- Any accident or **Breakdown** which **You** caused deliberately.
- Any **Breakdown** caused by repairs or attempted repairs carried out during the same journey unless **We** have authorised those repairs.
- Any costs, damage or other loss which result from any action or work carried out by anyone acting on **Your** instructions or the instructions of any person acting on **Your** behalf.
- Any costs which result from the unavailability of spare parts due to the failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
- Any damage or legal liability which happens as the direct or indirect consequences of, or consists of the failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognize or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

What is not covered (continued)

- Any call out or recovery costs incurred in the **Geographical Area** following a **Breakdown** where the police or other emergency service insist on immediate recovery by the third party.
- Transportation of horses or livestock. Onward transportation of any animal in **Your** vehicle shall be at **Our** discretion and solely at **Your** risk.
- Recovery or assistance where the **Motorhome** is being used for the carriage of commercial goods.
- Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
- Any loss or damage caused by riot or civil commotion that happens outside the **Territorial Limits**.
- The return of the **Motorhome** to the **Territorial Limits** if repairs can be completed locally and **You** are either unable or unwilling to allow this to happen.
- Anything mentioned in the general exclusions.

Terms and conditions

- 1 The **Motorhome** must be permanently registered in the **Territorial Limits** and have a current MOT certificate. It shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacture's specifications.
- 2 **You** must replace any parts, including the battery, which are failing as soon as **You** discover the problem.
- 3 If the **Motorhome** is repaired on the spot **You** must arrange for any permanent repairs that are necessary to be completed as soon as possible, **We** shall not be liable to provide further assistance in respect of the same incident or insured event.
- 4 There must be a usable spare wheel in the **Motorhome** at all times (including a wheel for any **Trailer**).
- 5 **You** are responsible for the safety of the contents of the **Motorhome** and, unless **Injured**, must be with the **Motorhome** when assistance arrives.
- 6 **You** may be charged a fee if **You** do not do everything **You** reasonably can to make the **Motorhome** easily accessible.
- 7 **You** may be charged a fee if **You** get the **Motorhome** going and do not let **Us** know immediately.
- 8 The helpline number in this policy must be used to obtain assistance. Recovery agents / repairers should not be contacted directly. Whoever calls for help must quote your policy number. The relevant identification should be shown on the demand of the repairer, recovery specialist or any other nominated agent of **Ours**.
- 9 **We** will not be responsible for the cost or the quality of repairs when **Your** vehicle is repaired in any garage to which the vehicle is taken.
- 10 **You** will have to pay the cost for the recovery or repair vehicle coming out to **You** if, after requesting assistance to which **You** are entitled, **Your Motorhome** is moved, recovered or repaired by any other means.
- 11 **We** shall be entitled to request all reasonable assistance from **You** to conduct proceedings in **Your** name for **Our** benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.
- 12 **We** reserve the right to nominate a suitable garage equipped to undertake repair, at **Your** expense, rather than recover an immobilised **Motorhome**, where effective repairs can be completed within 8 Hours.
- 13 **We** will not arrange for assistance where **Your Motorhome** is considered to be dangerous or illegal to repair or transport.
- 14 **We** shall not be responsible for more than two claims made against the Service during any 12 month period which arise from a common identified fault.
- 15 **We** shall not be responsible for more than FOUR claims (SEVEN for joint policyholders) against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered with all costs charged to **You**.
- 16 Should **You** be unwilling to accept **Our** decision or that of **Our** agents on the most suitable form of assistance to be provided, **We** will pay not more than £100 for any one **Breakdown** towards **Your** preferred form of assistance.
- 17 Hire cars are provided subject to **You** meeting the conditions of the hirer. In most parts of Europe, hire cars are not permitted to cross national frontiers or be brought back to the UK.
- 18 Details of **You**, **Your** insurance cover and claims will be held by **Us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints Procedure (Applying to this section)

We aim to give customers a high standard of service at all times. If **You** are unhappy with the service provided for any reason or have cause for complaint **You** should initially contact the duty manager at: Caravan Guard Limited, New Road, Halifax, HX1 2JZ. Tel 01422 396 777 Fax 01422 396 800. They will tell **You** what they will do to resolve **Your** concerns and how long it will take.

In the unlikely event that **You** remain dissatisfied and wish to make a complaint, please contact: The General Manager, Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

If they cannot resolve the matter to **Your** satisfaction, they will provide **You** with their final response so that **You** can, if **You** wish refer the matter to the Financial Ombudsman Service. Their address is: Insurance Division, The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR Tel 0845 080 1800

If **You** make a complaint, **Your** right to legal action against **Us** is not affected.

Caravan Guard Limited

Registered in England and Wales No. 4036555 at New Road, Halifax HX1 2JZ
E-mail: info@caravanguard.co.uk Internet: www.caravanguard.co.uk

Royal & Sun Alliance Insurance plc

Registered in England and Wales No. 93792 at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL

Inter Partner Assistance

Registered in England and Wales No. FC008998 at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

MSL Legal Expenses Limited

Registered in England and Wales No. 2210857 at No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW

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For your protection, telephone calls will be recorded and may be monitored.