

## **Motorhome insurance policy**

including campervans and American RVs



Whatever the problem, whatever the question, we're here to help. For your convenience, we have a number of helplines to deal with everything from claims to change of address.

## Customer service - 01422 396 777 (8am - 8pm weekdays, 9am - 4pm weekends)

If your circumstances change and you need to update your cover or you have a query, just call the Caravan Guard customer service line. See the back cover for our postal, email or web address.

## Breakdown assistance and accident recovery - 01737 815 123 (24hr)

If calling from outside the UK, please call **0044 1737 815 123**.

Subject to the incident being covered under the terms of your policy, assistance will be provided by AXA Assistance, which is fully owned by the AXA Group.

## Claims, including windscreen and body glass (24hr)

Please refer to your schedule for contact details.

Please refer to pages 55-60 for further details about making a claim.

#### Legal expenses

Please refer to your schedule and your separate legal expenses insurance policy booklet.



Please note that your policy has several sections.

Please read your schedule in conjunction with this booklet to see which sections are in force.

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## Introduction

Thank you for choosing to insure with Caravan Guard, we are pleased to welcome you as a valued customer and look forward to covering you over the forthcoming years. Caravan Guard aims to provide you with a high quality insurance policy, supported with a commitment to personal service and customer care.

This policy booklet, schedule, certificate of insurance and any endorsements applying represent the contract between you and the insurers so please make sure you read these items carefully and ensure that you are happy with them.

This policy booklet contains details of the cover that is available to you, what is excluded from cover and the conditions on which the policy is issued.

Your schedule forms part of your policy and provides details of the policy sections insured, the sums insured including any monetary limits and any special terms that apply. Please read your schedule in conjunction with this policy booklet. An updated schedule will be sent to you at each renewal and whenever you request a change in cover. We will insure you under those sections specified as operative in the schedule during any period of insurance for which we have accepted the premium, provided that all the terms and conditions of the policy have been met.

This policy booklet and your schedule provides a number of telephone helplines should you need to make a claim, seek guidance, advice or emergency assistance. Please refer to page 2 or your schedule for full details.

If we can be of any further assistance to you please do not hesitate in contacting Caravan Guard, where a member of our friendly and knowledgeable team will be happy to assist you. Our opening hours are 8am - 8pm weekdays, and 9am - 4pm weekends.

Once again, thank you for choosing Caravan Guard.

This policy is a legal contract between you and the insurer of your policy as shown on your schedule. The information you gave Caravan Guard when you applied for the insurance, the policy wording, schedule and certificate of motor insurance are evidence of the contract and should be read as one document. We recommend that you keep them together at all times.

Our part of the contract is that we will provide the cover set out in this policy wording:

- For those sections which are shown on your schedule
- For the period of insurance detailed on the schedule

Your part of the contract is:

- You must pay the premium as shown on the schedule for each period of insurance
- You must comply with all policy conditions and familiarise yourself with any requirements set out in this policy
- You should take all steps to reduce damage and prevent further damage

If you do not comply with your part of the contract, we may turn down a claim, increase the premium or you may find that you do not have any cover.

## 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.

Caravan Guard and the insurer of your policy are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

#### We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future

## **Complaints about your policy**

If your complaint relates to your policy, sale or service then please contact Caravan Guard by any of the following methods:

| Post:      | Caravan Guard           |
|------------|-------------------------|
|            | New Road                |
|            | Halifax                 |
|            | HX1 2JZ                 |
| Telephone: | 01422 396 777           |
| Email:     | info@caravanguard.co.uk |
| Website:   | www.caravanguard.co.uk  |

We aim to resolve your concerns by close of business the next working day. Experience tells us that most issues can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations team who will arrange for an investigation to be carried out.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

#### Complaints about a claim you have made

If your complaint relates to a claim you have made on your policy then please call the claims helpline as shown on your schedule.

The insurer of your policy will aim to resolve your concerns by close of business the next working day. Experience tells us that most issues can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, your complaint will be escalated in accordance with the procedure stated on your schedule. Once your complaint has been reviewed, the insurer of your policy will issue their final decision in writing within 8 weeks of the date they received your complaint.

#### Our promise to you

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

They can be contacted at:

| Post:      | Financial Ombudsman Service               |
|------------|---|
|            | Exchange Tower                            |
|            | Harbour Exchange Square                   |
|            | London                                    |
|            | E14 9SR                                   |
| Telephone: | 0800 023 4567 or                          |
|            | 0300 123 9123                             |
| Email:     | complaint.info@financial-ombudsman.org.uk |
| Website:   | www.financial-ombudsman.org.uk            |

You have 6 months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

#### Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right. Certain words have special meanings that apply whenever they appear in this policy booklet or your schedule. These words and their meanings are listed over the next few pages. For the remainder of the policy booklet, these words will appear in **bold italics**. If you are unsure of any aspect regarding the insurance policy that you have with us, please contact us.

The 'Breakdown' sections have their own definitions, shown at the beginning of the respective sections, which apply to those sections only. For legal expenses insurance, please refer to the separate policy booklet.

## 24 Hour Access Control

The **Storage Location** where the entrance/exit is restricted to authorised persons only, 24 hours a day.

The access must be secured with either a:

- · Locked gate or barrier agreed with key entry and exit; or
- Locked gate or barrier agreed with swipe card entry and exit; or
- Locked gate or barrier agreed with key coded entry and exit; or
- 24 hour manned barrier

*We* do not class laser beams or vehicles parked in front of the *Motorhome* as *24 Hour Access Control*.

#### 24 Hour Locked Barrier

A gate or other locked barrier agreed by Caravan Guard, that is locked 24 hours a day other than for access. *We* do not class laser beams or vehicles parked in front of the *Motorhome* as a *24 Hour Locked Barrier*.

## **Advanced Driver Assistance Systems (ADAS)**

Electronic aids fitted to **Your Motorhome** capable of assisting the drivers' control of **Your Motorhome** making driving easier and safer.

## **British Islands**

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands (including Guernsey and Jersey).

## *CCTV*

Close circuit television cameras that are fully operational and monitor the entry and exit points of a *Storage Location* and/or monitor the *Motorhome*.

## **Certificate of Motor Insurance**

The document which proves that **You** have insurance in respect of this **Policy** in line with road traffic laws and identifies who can drive **Your Motorhome** and the purposes for which **Your Motorhome** can be used.

## Data Protection Legislation

The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Incident**, that being:

- Before 25 May 2018 the Data Protection Act 1998
- From 25 May 2018 onwards the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

## Driver

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

## Endorsement

A change in terms of the **Policy**. Any **Endorsements** applying to this **Policy** are noted on **Your Schedule**. A list of common **Endorsements** that may apply to **Your Policy** are listed on page 36-54.

## Equipment

All accessories added since manufacture or conversion, for use in, on and around **Your Motorhome** including but not limited to utensils, awnings and accessories, audio or video equipment, television and radio equipment, electrical navigation equipment, portable *Generators* and *Trailers* which are not permanently fitted to *Your Motorhome*. *We* do not cover any *High Risk Items* including sports equipment under this section.

## Excess

The first part of any claim which **You** have to pay. The **Excess** will be deducted from any claim amount. The **Excess** is confirmed on **Your Schedule**.

## Family

A parent, child (including step and foster children), grandchild of either **You** or **Your Partner**.

## Generator

A manufactured appliance designed to produce electricity for *Your Motorhome*.

## High Risk Items

- Articles of gold or other precious metals, jewellery, stones (precious or non precious), watches
- Binoculars
- Collections of any kind (e.g. coins, medals, stamps or trophies)
- · Contact/corneal lenses or spectacles
- Computers (including laptops, tablet computers, gaming consoles, associated peripherals and data)

- Furs
- Guns (and associated equipment)
- Hearing aids
- Money, debit or credit cards or other negotiable securities or documents of value
- Motor vehicles, mechanically propelled or assisted vehicles (including accessories such as satellite navigation systems or music systems)
- Musical instruments
- Personal media or audio equipment (including MP3/ CD players) and any associated peripherals (please see *Equipment* definition for items that may be covered)
- Media or data including CDs/DVDs
- Photographic equipment (including cameras, video cameras and camcorders)
- Pictures or works of art
- Sports equipment, including but not limited to:
  - Diving equipment
  - Fishing tackle
  - · Pedal cycles and equipment
  - Surfing equipment
  - Water sports equipment
  - Winter sports equipment
- Telephones of any kind (including their associated equipment)
- Water craft or marine equipment

which are owned by **You**, **Your Partner** or **Your Family** or are **Your**, **Your Partner's** or **Your Family's** responsibility under contract.

## Key(s)

Any device used for starting **Your Motorhome** or using its locking mechanism or immobiliser.

## Locked Garage / Outbuilding

A 24 hour locked building where the *Motorhome* is kept when not being *Used*.

## Market Value

The cost of replacing **Your Motorhome** with one of the same make, model, specification, mileage and age, in the same condition as **Your Motorhome** was immediately before the loss or damage **You** are claiming for. The cost of replacing **Your Equipment** as new, less a deduction for wear and tear and depreciation. The cost of replacing **Your Personal Possessions** as new, less a deduction for wear and tear and depreciation. The maximum **We** will pay is the sum insured stated on **Your Schedule**.

Definition of words

#### Motorhome

The motorhome or campervan:

- 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 Your Motorhome must be permanently registered in the British Islands and have a current MoT certificate where applicable. It must be owned by You, or You are buying it under a hire purchase agreement or You are legally responsible for it.

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.

## No Claim Discount

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

Not in Use When the **Motorhome** is not being **Used**.

#### Partner

The partner, or husband or wife of **You** living at the same address as **You**. This does not include business partners or associates.

## **Perimeter Fencing**

A barrier agreed with Caravan Guard, that encloses the entire perimeter edge of the *Storage Location*.

## Period of Insurance

The period **You** are covered for as shown on **Your Certificate of Motor Insurance** and any further period for which **We** accept the premium.

## **Personal Possessions**

Articles which are normally worn, used or carried outside the home by **You**, **Your Partner** or **Your Family** in everyday life (excluding **High Risk Items**). Household articles temporarily removed from the home which are owned by or are **Your** responsibility under contract.

## **Permanent Residence**

**Use** of the **Motorhome** in the **Period of Insurance** for a time period exceeding the Permanent Residence Limit stated on **Your Schedule**.

## Policy

Your Policy is made up of:

- This *Policy* booklet; and
- Your Schedule including any Endorsements; and
- Your Certificate of Motor Insurance

## Post

A locked post designed to prevent removal of the *Motorhome* when in place.

## Schedule

The latest schedule issued by **Us** as part of **Your Policy**. This forms the basis of the contract between **You** and **Us**. Please read through this carefully as the document records:

- The information You have provided
- The cover that You have selected
- The *Motorhome* details
- The premium
- The Period of Insurance

## **Storage Location**

The address recorded on **Your Schedule** of where **Your Motorhome** is kept when **Not in Use**.

## **Territorial Limits**

These are:

- British Islands
- Any country which is a member of the European Union; and
- Any other country which meets the motor insurance directives of, and is approved by, the European Commission
- 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** shall mean an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of H.M. government in the United Kingdom or any legitimate government whether or not legally established. However, this definition will only apply in respect of cover provided in excess of the minimum Road Traffic Act requirements or as required under local legislation.

## **Tracking Device**

An approved **Tracking Device** is a security system that locates a **Motorhome** using GPS (Global Positioning Satellite System) and GSM (Global System for Mobiles) or GPRS (General Packet Radio Service) or VHF (Very High Frequency) technology via a 24 hour accredited monitoring centre.

For a full list of approved tracking devices please contact Caravan Guard. Please note self monitored or pay as you go tracking devices are unacceptable. It is **Your** responsibility to ensure that **Your Tracking Device** is operational in any country **You** visit with **Your Motorhome**.

**You** may be required to provide evidence of fitment and active subscription in the event of a claim. After this time no theft cover will apply if **Your Motorhome** is not protected by this specified security device.

## 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
- · An A-frame or dolly

## Use / Used

When the *Motorhome* is being used and occupied overnight for holiday purposes.

## Windscreen And Body Glass

The windscreen and windows, including skylights and sunroofs, of **Your Motorhome**, whether made from glass or plastic.

## We / Us / Our

The insurer of **Your Policy** as shown on **Your Schedule** and anyone **We** may appoint to act on **Our** behalf.

## You / Your

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

## What is covered

If **Your Schedule** shows that **You** have 'Comprehensive' cover then **We** cover loss of or damage caused by insured perils such as accidental damage, flood, storm, fire, theft or attempted theft to:

- Your Motorhome
- Your 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 it is temporarily detached in the course of a journey; or
  - Temporarily removed to a locked building
- Your Windsceen And Body Glass
- Personal Possessions whilst worn, used or carried in or about Your Motorhome by You

The maximum amount *We* will pay for any one item and in total is stated on *Your Schedule*.

If **Your 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, theft or attempted theft.

## What is not covered

- If *Your Schedule* shows that *You* have 'Third Party, Fire and Theft' cover, any loss or damage apart from that which is caused by fire, theft or attempted theft.
- Any Excess shown in Your Schedule. If Your claim is only for loss of or damage to Your Windscreen And Body Glass, You will only have to pay the Windscreen And Body Glass Excess.
- 3. High Risk Items.
- 4. Food and drink.
- Any part of a repair or replacement which leaves *Your Motorhome* or *Equipment* in a better condition than before the loss or damage happened.
- 6. Reduction in the *Market Value* of *Your Motorhome* as a result of a repair.
- 7. Any loss or damage to **Your Motorhome** as a result of theft or attempted theft if:
  - · Your Motorhome is left unlocked
  - Any part of *Your Windscreen And Body Glass* is left open or unlocked
  - Your Motorhome Key(s) are in, on or about Your Motorhome; while it is unattended or unoccupied
  - Your Motorhome has been left unattended with the engine running

## What is not covered

- The cost of replacing *Your Motorhome* locks or *Key(s)*, reprogramming or replacing any *Motorhome* theft device following loss of *Motorhome Key(s)*. (Cover following theft of *Motorhome Key(s)* is detailed on pages 18-19).
- Loss or damage caused by deception or the use of stolen, forged or invalid cheques/drafts/bank notes and the like.
- 10. Any theft, attempted theft, malicious damage or vandalism not reported to the police.
- 11. Theft or attempted theft by You.
- 12. Malicious damage or theft by, or with the collusion of, any occupant or user.
- Loss or damage resulting from Your Motorhome being taken, occupied or used, without Your permission, by:
  - Your Partner
  - Your boyfriend or girlfriend
  - Domestic staff in Your employ
  - · Anyone who normally lives with You; or
  - A member of Your Family
- 14. Loss of **Your Motorhome** by deception by someone who claims to be a buyer or a buying or selling agent.

## What is not covered

- 15. Loss of **Your Motorhome** as a result of it being repossessed and returned to its rightful owner.
- 16. Any loss or damage arising out of the liquidation, insolvency or bankruptcy of a motorhome dealer or agent.
- 17. Theft of *Equipment* or *Personal Possessions* when the *Motorhome* is unoccupied unless there has been violent or forcible entry.
- 18. Theft or attempted theft of the *Trailer* or any *Equipment* including a *Generator*, within that *Trailer* whilst detached from *Your Motorhome* unless the *Trailer* 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*.
- 19. Loss or damage to any vehicle towed on a *Trailer*.
- 20. Loss or damage to any portable *Generator* not contained in or connected to *Your Motorhome*.
- 21. Loss or damage to any portable satellite navigation equipment when **Your Motorhome** is unattended unless the satellite navigation equipment is stored out of sight in a locked compartment.

## What is not covered

- 22. Any trade/business goods, samples, tools or equipment used in connection with employment.
- 23. Loss or damage caused by or arising from animals or pets, e.g. chewing, scratching, tearing or fouling.
- 24. Any living creature including pets, livestock or any associated equipment.
- 25. Loss or damage arising from the use of portable heaters with a naked flame.
- 26. Damage to tyres by punctures, cuts, bursts or braking.
- 27. Loss or damage to a mechanical part that breaks or fails and any resulting loss or damage caused to any other parts. This exclusion does not relate to subsequent damage to *Equipment*, *Personal Possessions*, structure, fixtures, fittings and integral fitted furniture.
- 28. Loss or damage caused by water gradually entering *Your Motorhome* through seams or seals.
- 29. Any pre existing loss or damage.
- 30. 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.

## What is not covered

- 31. Any costs covered by other insurance or the services of a motoring organisation.
- 32. Any item insured elsewhere (for example on a home contents policy).
- 33. Expenses that the people in *Your Motorhome* would have paid anyway on the journey.
- 34. 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**.
- 35. Any loss or damage when **Your Motorhome** is being used as **Your Permanent Residence** for a period exceeding the amount shown on **Your Schedule** during the **Period of Insurance**.
- 36. Loss or damage while **Your Motorhome** is let for hire or reward.
- Loss of use (unless the Emergency Accommodation Expenses *Endorsement* applies as noted on *Your Schedule*).
- 38. Wear, tear and loss of value.

Please refer to the 'Policy conditions' and 'Policy exclusions' on pages 25-35.

## How we will settle a claim under this section

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

#### 1. Motorhome

*We* may choose to pay in cash the amount of the loss or damage or *We* may repair, reinstate or replace the lost or damaged property. The maximum *We* will pay is the sum insured shown in *Your Schedule* subject to any limits shown on *Your Schedule* or in this *Policy* wording. The sum insured will not be reduced in the event of a claim.

The settlement of **Your** claim will be calculated as follows:

If repair is carried out, *We* will pay the cost of repair without deduction for wear and tear. If parts or accessories are found to be obsolete or unobtainable, *We* may use parts and accessories which are not supplied by the manufacturer. Alternatively *We* may use parts of a similar type and quality to the parts *We* are replacing. If *We* are unable to repair, *We* may pay the last known list price for the part or accessory required 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.

*We* will pay for removal of any debris, which will then belong to *Us*.

If the repair or replacement is not carried out, *We* will pay the decrease in *Market Value* of *Your Motorhome*, but not more than it would have cost *Us* to repair the *Damage* if the repair work had been carried out. *We* will make a cash settlement but *We* will not pay more than it would have cost *Us* to repair the *Damage* to *Your Motorhome* if the repair work had been carried out without delay. No allowance will be made for VAT when a cash settlement is made.

If *We* know that the *Motorhome* is subject to a loan, credit agreement or any other form of financial loan or interest charge, *We* will pay the owner whose receipt shall be a full discharge.

#### If Your Motorhome is:

- · Stolen and unrecovered; or
- Damaged and an approved engineer confirms the Motorhome is damaged beyond economical repair

The maximum amounts *We* will cover are:

- The *Market Value* or the sum insured as noted on *Your Schedule* whichever is the lesser
- The cost of a new *Motorhome* replacement if applicable - see below

#### New for old motorhome replacement

*We* will pay the cost of replacing *Your Motorhome* with a new one of the same make and model if:

- The *Motorhome* is damaged and the repair cost exceeds 60% of its current new list price including car tax and VAT (where appropriate); and
- It is within 2 years of **You** buying it new; and
- It has a recorded mileage of less than 24,000 miles

If **Your Motorhome** is not replaced **We** will pay a cash settlement based upon the **Market Value** or sum insured as noted on **Your Schedule** whichever is the lesser.

## 2. Equipment

If Your 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 based on the *Market Value* provided that the amount of money does not exceed the repair or replacement cost.
 The maximum amount *We* will pay for any one item and in total is stated on *Your Schedule*.

## 3. Personal possessions

If **Your Personal Possessions** are 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; or
- Make a cash settlement based on the *Market Value* provided that the amount of money does not exceed the repair or replacement cost
   The maximum amount *We* will pay for any one item and in total is stated on *Your Schedule*.

## 4. Key(s) and locks

Cover is included up to the monetary limit stated on *Your Schedule* for the cost of replacement locks and *Key(s)* following theft of the *Key(s)* or damage to the locks of the external doors and security systems of **Your Motorhome**, provided that the identity or location of **Your Motorhome** is known to any person who may have the **Key(s)**. **We** do not provide cover for the accidental loss of **Your Motorhome Key(s)**.

#### 5. Replacement child seats

Cover is included up to the monetary limited stated on **Your Schedule** towards the cost of replacement child seats following loss of or damage to **Your Motorhome**, even if they do not appear to be damaged themselves.

#### 6. Recovery and redelivery

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

- Taking Your Motorhome to the nearest suitable repairer if it cannot be driven; and
- Delivering Your Motorhome to the address shown on Your Schedule in the British Islands after it has been repaired or Your destination within the Territorial Limits provided We have agreed to extend Your Policy cover outside the British Islands

If **You** elect to carry out the re-delivery of **Your Motorhome** yourself **We** will pay **Your** vehicle expenses. The maximum amount **We** will pay arising from any one incident is stated on **Your Schedule**. *We* will also pay for car hire for a period not exceeding 24 hours or other transport agreed by *Us* to take the *Driver* and passengers (up to the maximum number recommended by the *Motorhome* manufacturer) to:

- Your home address within the British Islands; or
- **Your** immediate destination in the **British Islands You** will be responsible for returning the hire car.

#### 7. Emergency hotel accommodation

If it is not immediately possible for **You** to continue **Your** journey or return to **Your** home address in the **British Islands**, **We** will pay the cost of 1 night's bed and breakfast accommodation for the **Driver** and passengers (up to the maximum number recommended by the **Motorhome** manufacturer) while waiting for **Your Motorhome** to be repaired. The maximum amount **We** will pay arising from any one incident is stated on **Your Schedule**.

## 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

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

For the purposes of this section the following are also considered to be *Trailers* whilst they are attached to *Your Motorhome*:

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

The maximum amount *We* will pay up to, including legal expenses, for any claim or claims arising from any one incident is shown on *Your Schedule*.

## 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

## What is covered

- 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 Partner'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

## What is covered

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 Partner** if there is any other insurance policy covering the same liability.
- 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*.

## What is not covered

- 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.
- Legal liability for any consequence of *Terrorism* unless *We* have to meet the requirements of any road traffic legislation.
- 8. Legal liability, except as required under road traffic laws, as a result of using a trailer or A-frame that does not have the relevant braking system fitted and working that complies with the laws of the country in which **Your Motorhome** is being driven.

## **Cover abroad**

*We* provide the minimum cover required by law to give *You* limited liability cover for third party personal injury and property damage allowing *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

All the countries 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 it is recommended **You** take with **You**:

- Your Certificate of Motor Insurance
- A European Accident Statement
- This *Policy* booklet
- Your Schedule

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.

Please note that 'European travel' and 'European breakdown assistance' are **Endorsements** and only apply if confirmed as being in force on **Your Schedule**.

## What is covered

If **You** or **Your Partner** are accidentally injured in an accident involving **Your Motorhome We** will pay up to the amount shown on **Your Schedule** directly to the injured person, or to their legal representative.

The injury must be directly connected with **Your Motorhome** and the only cause within 3 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 Partner** 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 Partner* hold any other motor policy with *Us*, *We* will pay under one policy only.

## 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 the amount shown on **Your Schedule** towards each person's incurred medical expenses.

## 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.

**You** earn **No Claim Discount** for each year of cover during which **You** do not claim. The discount increases each year up to the maximum shown on **Your Schedule**.

Any claims, if **You** are 'at fault' (or **We** cannot recover full losses from another person's insurer) will reduce **Your No Claim Discount** in line with the scale shown on **Your Schedule**.

Your No Claim Discount is not affected by claims for:

- Your Motorhome's Windscreen And Body Glass, or for bodywork damaged by the breakage, where the total amount claimed is less than the amount shown on Your Schedule
- 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

If a claim is reported after **Your** renewal date with an incident date in the prior **Period of Insurance**, **Your No Claim Discount** will be affected accordingly and an additional premium may be charged. **You** cannot transfer **Your No Claim Discount** to anyone else.

## **Uninsured drivers**

If **You** make a claim for an incident that is not **Your** fault and the driver of the vehicle that hits **You** is uninsured, **You** will not lose **Your No Claim Discount** or pay **Your Excess**.

What is required from **You** to ensure that **Your No Claim Discount** and **Excess** are unaffected:

- The vehicle registration number along with the make and model of the vehicle
- The driver's details (where possible)
- Any independent witnesses

When **You** claim, **You** may have to pay **Your Excess**. Also if the claim investigations are on going when **Your Policy** renewal is due, **Your No Claim Discount** may be temporarily affected. Once **We** confirm that the incident was the fault of the uninsured driver, **We** will repay **Your Excess**, restore **Your No Claim Discount** and refund any extra premium **You** may have paid. ngly to the whole **Policy You** will need

These conditions apply to the whole **Policy**. **You** will need to keep to them as part of **Your** contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

## 1. Provision of false information

If **You** have knowingly provided **Us** with false information which has affected **Our** assessment of any of the following:

- a) Your eligibility for this insurance Policy
- b) The terms and conditions applying to Your Policy
- c) Your insurance premium

**Your Policy** may be deemed to be invalid from the date **You** provided **Us** with such information and all benefits under this **Policy** may be forfeited. In these circumstances, policy condition 17 - 'Our right to reclaim payments' will apply and **You** may be required to repay to **Us** any payment that **We** have been obliged to pay on **Your** behalf.

## 2. Changes in your circumstances

**Your Policy** has been issued based on the information that **You** have given to **Us** about **You** and **Your Motorhome**.

You must tell Us immediately:

- If You change Your Motorhome
- If there is a change in use of *Your Motorhome* (for example, *You* require business use)
- If You need to add a Driver

This information is required for **Your Certificate of Motor Insurance**. **We** must be advised of the above changes to ensure accurate documents are issued enabling **You** to legally drive **Your Motorhome**.

**You** must tell **Us** within 7 days (or the current **Policy** expiry date whichever is soonest) if any other circumstances change, for example:

- If You or any other Driver has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding
- If You or any other Driver has been involved in any accidents, losses or thefts, regardless of whether a claim was made
- If *You* or any other *Driver* has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding. Convictions considered to be spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed.
- If *You* or any other *Driver* develops a notifiable health condition or an existing condition worsens.

A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.gov.uk/browse/driving for a full list of notifiable conditions). Examples of notifiable conditions are epilepsy or insulin controlled diabetes.

- If the main *Driver* of *Your Motorhome* changes
- If the registered keeper or owner of Your Motorhome changes
- If any modifications are made to Your Motorhome
- If the security on Your Motorhome changes
- 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. *Your Schedule* contains all of the information *We* need to determine *Your* eligibility for this *Policy* and how much *Your* premium should be. *You* must contact Caravan Guard if anything on *Your Schedule* changes.

We may re-assess Your cover and premium as a result of any important information You give Us.

If You do not tell Us anything which is relevant:

- Your Policy may not be valid; and
- We may reject Your claim; and
- We may cancel Your Policy

Please note **You** do not need to inform **Us** if **Your Motorhome** is temporarily at a dealers or a garage for service or repair.

## 3. Taking care of your property

**Your Policy** does not cover **You** for the cost of gradual deterioration. It is not a maintenance contract. **You** must take all responsible steps to safeguard **Your Motorhome**, **Equipment** and **Personal Possessions** against loss or damage. The property must be maintained in a sound and roadworthy condition and all precautions taken to prevent and minimise any claims.

Between the 1st November and 15th March, *We* will not pay for loss or damage caused by water freezing in any fixed water or heating installation or loss or damage caused by water, steam or other liquid escaping from a fixed household appliance, fixed water or heating installation unless *You* drain down all *Your Motorhome's* water systems and internal sanitary systems when the *Motorhome* is *Not in Use*.

## 4. Security and storage

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 Schedule** which confirms this.

When **Your Motorhome** is **Not In Use**, the **Storage Location** address where the **Motorhome** is stored and the security at the **Storage Location**, must be notified to and agreed by Caravan Guard. The **Storage Location** and security at the **Storage Location** are shown on **Your Schedule**.

In the event of a change of **Storage Location** address or change in security at the **Storage Location**, it is a condition of cover that the new address and security in place is agreed by Caravan Guard to ensure cover remains in force.

**Your Motorhome** can be left unattended for up to 72 hours at a recognised caravan park without notifying Caravan Guard. All security devices as shown on **Your Schedule** must be fitted and in use. If **Your Policy** states that **Your** home address is not the **Motorhome's** permanent **Storage Location**, it is acceptable for the **Motorhome** to be stored at home for 2 nights to allow for emptying/loading/ cleaning/servicing purposes. If **You** require cover for more than 2 nights temporary storage at **Your** home address, please contact Caravan Guard.

## 5. Adequacy of sum insured

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

## 6. Licence checking

It is **Your** responsibility to ensure that **You** have the correct licence to drive the size of the **Motorhome** insured under this **Policy**.

**You** must check the driving licence and/or counterpart of every **Driver** who will drive **Your** vehicle and **You** must inform **Us** of:

- Any convictions, fixed penalties or endorsements noted on the licence
- · Any provisional licence; and
- Any licence issued outside the UK

## 7. Ownership

# Your Motorhome, Equipment and Personal Possessions must be owned by You or You are

buying it under a hire purchase agreement or **You** are legally responsible for it.

## 8. Transferring interest in the policy You cannot transfer Your interest in the Policy unless

You obtain Our written permission.

## 9. Cancellation of your policy

*You* may cancel this *Policy* at any time. To do this, *You* can either:

- Send an email to cancel@caravanguard.co.uk confirming *Your Policy* number, *Your Motorhome* registration and the time and date cover is to cease
- Complete the web form declaration by visiting
   www.caravanguard.co.uk/motorhomecancel

If **You** cancel the **Policy** within 14 days of the date **You** receive **Your Policy** documents, **We** will refund the premium, provided no claim has been made during the current **Period of Insurance**. If **You** cancel after the first 14 days, from receipt of the **Policy** documents, **We** will calculate the proportionate premium for the period **You** have been insured and refund any balance. Caravan Guard will deduct a cancellation administration charge (as stated in their Terms of Business Agreement) from the refund. If **Your** premium is paid under a monthly instalment scheme Caravan Guard will charge a cancellation administration charge (as stated in their Terms of Business Agreement). Please note, any premium paid in the respect of Motor legal expenses insurance, UK roadside breakdown assistance and European breakdown assistance is non refundable in the event of cancellation after 14 days.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current *Period of Insurance* no premium refund will be given. If the premium is paid under a monthly instalment scheme, and a claim has been made, *You* must continue with the instalment payments until the renewal date. Alternatively *We* will deduct outstanding instalments from any claim payment that may be due to *You*.

## Where we cancel your policy

Please also refer to the 'Fraudulent or exaggerated claims' condition on pages 29-30 and the 'Changes in your circumstances' condition on pages 25-26. *We* may also cancel the *Policy* where *We* have identified serious grounds, such as:

- Failure to provide Us with information We have requested that is directly relevant to the cover provided under this Policy or any claim
- The use or threat of violence or aggressive behaviour against *Our* staff, contractors or property
- The use of foul or abusive language
- Nuisance or disruptive behaviour

*We* will contact *You* at *Your* last known address and where possible, seek an opportunity to resolve the matter with *You*. Where a solution cannot be agreed between us, *We* may cancel the *Policy* by giving *You* 14 days notice.

This will not affect **Your** right to make a claim for any event that happened before the cancellation date. If **We** cancel the **Policy**, **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claim has been made during the current **Period of Insurance**.

*We* also reserve the right to terminate the *Policy* in the event that there is a default in the instalment payments due under any linked loan agreement, by giving *You* 14 days notice at *Your* last known address.

Please note, any premium paid in the respect of Legal expenses insurance, UK roadside breakdown assistance and European breakdown assistance is non refundable in the event of cancellation after 14 days.

#### 10. 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.

#### 11. 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.

#### 12. Fraudulent or exaggerated claims

If You, or someone on Your behalf, knowingly:

- Makes a false claim
- Exaggerates the amount of claim
- Provides **Us** with false or misleading declarations or statements to support a claim; or
- Provides Us with any other false or invalid documents or relies on any fraudulent devices to support a claim

We may, at Our option, either

- Decline cover under the insurance *Policy* for the relevant claim; or
- Void this insurance *Policy* from its inception or from the date of the relevant claim.

#### 13. Claims

In the event of a claim where **Your Motorhome** has been damaged beyond economic repair, if **You** have opted to pay **Your** premium on a monthly basis, **We** may ask for any remaining balance to be paid before the claim commences or is settled.

## 14. Effect of condition on right to benefit

In order to receive benefit under this insurance, **You** or any other person seeking benefit must observe the terms and conditions of this **Policy**.

## 15. Other insurances

If **You** claim under this **Policy** for something which is also covered by another insurance policy, **You** must provide **Us** with full details of the other insurance policy. **We** will only pay **Our** share of any claim, if applicable.

#### 16. 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.

## 17. Our right to reclaim payments

*We* may claim back from *You* any payment which *We* make under *Your Policy*:

- · Because of the requirements of any law; and
- Which *We* would not have paid if that law had not existed

## **18. Financial sanctions**

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **Policy** where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the **Period of Insurance We** may cancel this **Policy** immediately by giving **You** written notice at **Your** last known address. If **We** cancel the **Policy We** will refund premiums already paid for the remainder of the current *Period of Insurance*, provided no claims have been paid or are outstanding.

## 19. Cover for car sharing

**Your Policy** allows **You** or **Your Partner** to receive a mileage allowance from **Your** or **Your Partner's** employer, or 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 8 passengers and a driver
- You or Your Partner are not carrying passengers as part of a business of carrying passengers
- **You** or **Your Partner** do not make a profit from the total payments **You** or **Your Partner** receive for a journey
- Your Motorhome is being used for a purpose included on Your Certificate of Motor Insurance; and
- The total payments for any mileage allowance *You* or *Your Partner* receive are within the published guidelines of HM Revenue & Customs.

## 20. Authority to renew

If *We* are willing to continue providing cover and *We* advise *You* before the *Policy's* renewal date of *Our* renewal terms, *You* authorise *Us* to renew this *Policy* and any subsequent *Policy* on expiry, in accordance with *Our* renewal terms at that time, unless *You* advise *Us* otherwise before the renewal date. Please note that payment must be received for cover to be continuous. Please also refer to the 'Cancellation of your policy' condition on page 28.

## 21. Law applicable to this contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live, or, if **You** live in the Channel Islands or the Isle of Man, the law of whichever of those 2 places in which **You** live.

*We* and *You* have agreed that any legal proceedings between *You* and *Us* in connection with this contract will only take place in the courts of the part of the

United Kingdom in which **You** live, or, if **You** live in either the Channel Islands or the Isle of Man, the courts of whichever of those 2 places in which **You** live.

#### 22. Access to electronic vehicle data

You and any other Driver must allow Us to:

- Access, review and use any information held by any Advanced Driver Assistance System in or on Your Motorhome
- Provide contact details for any third party controlling or managing such information
- *We* will not release *Your* driving information to the police or any civil authorities unless:
- We have Your permission; or
- We are required to do so by law; or
- We suspect fraud or attempted fraud

Data will only be disclosed to **Our** agents and subcontractors for operational reasons, including providing the agreed services under **Your Policy**.

## **Policy exclusions**

These exclusions apply to all the sections of **Your Policy**. This insurance does not cover:

1. Competitions, trials and track days

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

- In a competition
- In a motor trial
- On a racetrack
- On a circuit; on the Nürburgring Nordschleife; on a de-restricted toll road; or
- On a prepared course

## 2. Date change and computer viruses

Any direct or indirect loss or damage caused:

- To *Equipment* by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all
- By computer viruses

For the purpose of this exclusion:

- Equipment includes computers and anything else insured by this Policy which has a microchip in it
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer

- Microchips include integrated circuits and microcontrollers
- Computer viruses include any program or software, which prevents any operating system, computer program or software working properly or at all

## 3. Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

## 4. Deliberate acts

*We* do not cover any loss or damage to *Your Motorhome* as a result of a deliberate act caused by *You, Your Partner, Your Family* or anyone else insured under this *Policy*.

## 5. Driving other vehicles

Save to the extent required under the Road Traffic Act, *We* do not cover any loss, damage or liability arising from an incident where *You* or anyone insured under this *Policy* are driving any vehicle other than the one detailed on *Your Certificate of Motor Insurance* or any temporary cover note that *We* have issued.

- 6. Driving under the influence of drink and drugs Save to the extent required under the Road Traffic Act, We do not cover any loss, damage or liability arising from an incident if, as a result of the incident, You or anyone insured under the Policy is convicted of driving whilst under the influence of alcohol or drugs. We reserve the right to recover from You any amounts which We pay before such conviction or which We are required to pay.
- Liability which results from an agreement
   We do not cover any liability which results only from an agreement You have made.

#### 8. Mechanical faults

*We* do not cover any loss or damage to a mechanical part that breaks or fails and any resulting loss or damage caused to any other parts. However, subsequent loss or damage is covered.

#### 9. 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.

## **10. Public authorities**

*We* do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying *Your Motorhome*.

## 11. Radioactive contamination

*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

## 12. 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 exclusion does not apply to Section 2.

## 13. Sonic bangs

*We* do not cover damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

## 14. Terrorism

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

## 15. Use and driving

*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 or cover note
- 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* or cover note
- Driven by someone who does not have a valid

licence unless he or she has held 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 Section 1 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

## 16. War risks

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

## 17. Wear and tear

Any loss or damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost, rot or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration. **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 1 - Protected No Claim Discount**

We will not reduce Your No Claim Discount unless more claims than the limit shown on Your Schedule happen over the period of time shown on Your Schedule. If more claims happen then We will reduce Your No Claim Discount in line with the scale shown on Your Schedule and You will no longer benefit from protected No Claim Discount.

This **Endorsement** does not protect the overall price of **Your** insurance **Policy**. The price of **Your** insurance **Policy** may increase following a claim even if **You** were not at fault.

## **Endorsement 2 - Security requirements**

When **Your Motorhome** is unattended **We** will pay for the theft of **Your Motorhome** only if:

- The *Key(s)* are removed from the *Motorhome*; 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.

The annual network subscription for the maintenance contract of any **Tracking Device** must have been renewed. The **Tracking Device** that is fitted must cover any country that **You** are travelling in.

## IMPORTANT: FAILURE TO COMPLY WITH THESE SECURITY REQUIREMENTS MAY INVALIDATE YOUR POLICY AND ANY THEFT RELATED CLAIM.

These security requirements will not apply while the **Motorhome** is in the custody of a **Motorhome** dealer (whose main activity is the sale, servicing and repair of motorhomes) for service or repair.

# Endorsement 3 - Emergency accommodation expenses

If **Your Motorhome** becomes uninhabitable whilst away on holiday as a result of loss or damage insured by this **Policy**, **We** will contribute up to the limit stated on **Your Schedule** towards the cost to hire a replacement **Motorhome** or other alternative accommodation to enable **You** to continue **Your** holiday.

In the event of a claim, receipts must be produced for motorhome hire/alternative accommodation used. Cover to hire a replacement motorhome or other alternative accommodation will not apply if **Your Motorhome** is uninhabitable and the repair or replacement cannot be completed before a future booked holiday.

# **Endorsement 4 - European travel**

Please note that the cover described under this section is in respect of loss of or damage to **Your Motorhome**, **Equipment** and **Personal Possessions** only (see Section 1). 'European travel' is only in force if **You** have contacted **Us** to request this, paid the additional premium and it is confirmed as being in force on **Your Schedule** as an **Endorsement**.

This **Endorsement** extends the cover already available under 'Section 2 - Liability to the public cover abroad' which details the minimum cover required by law which **We** provide in:

- Any country which is a member of the European Union
- Any other country which meets the motor insurance directives of, and is approved by, the European Commission

It does not extend to include 'European breakdown assistance'. 'European breakdown assistance' is only in force if it is confirmed as being in force on **Your Schedule** as an **Endorsement** and **You** have paid any additional premium.

Please refer to **Your Schedule** for the period of cover applicable in any one **Period of Insurance** whilst **Your Motorhome** is being driven or used outside the **British Islands** but within the **Territorial Limits**. Please note that the maximum time **You** can spend in any one country is 180 consecutive days.

All the countries within the *Territorial Limits* 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.

*We* may, upon request, extend *Your Policy* cover for temporary trips to additional countries outside the *Territorial Limits. 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.

It is recommended **You** take the following insurance documents with **You** when **You** travel abroad:

- Your Certificate of Motor Insurance
- The European Accident Statement
- This *Policy* booklet
- Your Schedule

In addition, check the requirements for using a vehicle in the countries **You** are visiting. These can be obtained from the Foreign and Commonwealth Office (www.fco.gov.uk). Please refer to 'How to make a claim' on pages 55-60 for further information and advice. 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* (including *Equipment* and *Personal Possessions*) and *You* have been unable to return *Your Motorhome* to the address shown in *Your 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 cost of taking Your Motorhome, after repair, to Your address shown in Your Schedule; or
- The cost of taking *Your Motorhome*, after repair, to *Your* temporary address in the country where the incident occurred

#### **Hotel accommodation**

If it is not immediately possible for **You** to continue **Your** journey or return to **Your** address in the **British Islands**, **We** will pay the cost of 1 night's bed and breakfast accommodation for the **Driver** and passengers (up to the maximum number recommended by the **Motorhome** manufacturer) while waiting for **Your Motorhome** to be repaired. The maximum amount **We** will pay arising from any one incident is stated on **Your Schedule**.

# 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 **Your Schedule**.

Please note that:

- *We* will decide the most suitable 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 5 - Legal expenses insurance**

Please refer to **Your Schedule** and separate policy booklet for details of cover under this **Endorsement**.

# Endorsement 6 - UK roadside breakdown assistance

Breakdown assistance and accident recovery (24 hour): 01737 815 123 Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "breakdown" to 07984 434960.

This extension of cover only applies if shown as an *Endorsement* on *Your Motorhome Schedule* and *You* have paid the appropriate premium.

This section of the **Policy** is underwritten by Inter Partner Assistance S.A. UK Branch, which is part of the AXA Group.

AXA Assistance (UK) Limited operates the 24 hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales.

### Definition of words (applying to this section)

Separate definitions apply to this section - please see below.

#### 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 *Motorhome* keys (or any device used for starting *Your Motorhome*), occurring within the *British Islands* during the *Period of Insurance* (if the appropriate premium has been paid).

#### **British Islands**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including Jersey and Guernsey).

#### **Certificate of Motor Insurance**

The document which proves that **You** have insurance in line with road traffic laws. This includes who is permitted to drive and the use under this **Policy**.

#### Driver

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

#### Endorsement

A change in terms of the *Policy*. Any *Endorsements* applying to this *Policy* are noted on *Your Schedule*.

#### 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.

#### Journey

A trip **You** make in **Your Motorhome** within the **British Islands**.

#### 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.

# Policy

Your Policy is made up of:

- This *Policy* book; and
- · Your Schedule including any Endorsements; and
- Your Certificate of Motor Insurance

# Schedule

The latest **Schedule** issued by Caravan Guard as part of **Your Policy** forms the basis of the contract between **You** and **Us**.

# 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

AXA Assistance (UK) Limited (the assistance service provider) of The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR - or Inter Partner Assistance S.A. UK Branch.

# You / Your / Driver

The policyholder or any person driving with **Your** permission and/or any passengers up to the maximum number recommended by the **Motorhome** manufacturer.

# Details of cover (applying to this section)

# 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 either recover the *Motorhome* or provide and pay for a *Driver* to take the *Motorhome* and the people in it to *Your* intended destination. A medical certificate may be requested by *Us*.

# **Breakdown assistance**

If the *Motorhome* has a *Breakdown* inside the *British Islands* 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 1 hour's labour for on the spot repairs; or

# What is covered

 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 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 passengers to:
  - Your Home; or
  - Your immediate destination within the **British Islands**; 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 **British Islands. You** will be responsible for returning the hire car and for collecting **Your Motorhome**

#### What is covered

#### or

 The cost of 1 night's bed and breakfast accommodation while waiting for the *Motorhome* to be repaired for the *Driver* and any passenger(s), up to the maximum number recommended by the *Motorhome* manufacturer.

The maximum amount *We* will pay per person and in total for each accident or *Breakdown* is stated on *Your Schedule* 

#### or

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

*We* will decide which of these *We* will do, taking *Your* circumstances into account.

If **You** will not accept **Our** decision on the most suitable form of help in these circumstances **We** will not pay more than the amount shown on **Your Schedule** for any costs **You** incur resulting from the inability to arrange for immediate repair.

You are responsible for all repair costs.

# 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 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*

# What is not covered

- 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
- Any call out or recovery costs incurred in the *British Islands* 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* or *Trailer* 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
- Any loss of any kind that comes from providing the services that this cover relates to unless caused by *Our* negligence or deliberate misconduct. (For example, a

# What is not covered

loss of earnings, telephone calls, the cost of food and drink and costs *We* have not agreed beforehand)

- 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 **British Islands**
- Anything mentioned in the 'Policy exclusions'

#### **Misfuelling in the UK**

# What is covered

- Draining and flushing the fuel tank on site using a specialist roadside vehicle; or
- Recovery of the *Motorhome*, the *Driver* and passengers to the nearest repairer to drain and flush the fuel tank
- Replenishing the fuel tank with 10 litres of the correct fuel
- The maximum value per claim is shown on *Your Schedule*

#### **Misfuelling in the UK**

# What is not covered

- You will be responsible for paying any costs in excess of the maximum value shown on Your Schedule per claim
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel
- Any claim where misfuelling occurs outside the *British Islands*
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum
- Mechanical or component damage to *Your Motorhome* whether or not caused as a result of misfuelling or the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained
- Any defect which is deemed **not** to be a direct result of misfuelling or a defect which existed before the incident of misfuelling
- Any vehicle or vehicles other than the vehicle or vehicles listed on *Your Schedule*
- Anything mentioned in the 'Policy exclusions'

# General conditions (applying to this section)

- 1. The *Motorhome* must be permanently registered in the *British Islands*, and have a current MOT certificate and valid road fund licence / vehicle tax. 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.
- 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 if *You* do not ensure these repairs are done.
- 4. If designed to carry one, there must be a usable spare wheel in the *Motorhome* at all times (including a wheel for any *Trailer*) and a key that will let *Us* remove a wheel secured by wheel nuts for the *Motorhome* or *Trailer*.
- You are responsible for the safety of the contents of the *Motorhome* and, unless *Injured*, must be with the *Motorhome* when assistance arrives.
- You may be charged a fee if You do not do everything You reasonably can to make the Motorhome easily accessible.
- You may be charged a call out fee if, after having called Us for assistance, You get the Motorhome going and do not let Us know immediately.

- 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 Motorhome* is repaired in any garage to which the *Motorhome* is taken.
- 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.
- 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.
- 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 **2** 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 **4** claims 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 the amount shown on Your Schedule 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. **We** cannot guarantee that hire cars will always be available, and **We** are not responsible if they are not available. **We** cannot guarantee that there will be tow bars, bike racks, roof boxes or other accessories included on an alternative vehicle.
- 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 *Data Protection Legislation*. For full

details of our privacy policy please visit our website www.axa-assistance.co.uk.

19. We will not provide cover, pay any claim or provide any benefit if doing so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# **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 contact: The Quality Assurance Manager, AXA Assistance (UK) Ltd, 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: Exchange Tower, Harbour Exchange, London, E14 9SR. Telephone: 0800 023 4567 (landlines) or 0300 123 9123 (mobiles).

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

#### Data Protection (applying to this section)

Details of **You**, **Your** insurance cover under this **Policy** and claims will be held by **Us** (acting as data controllers) for underwriting, for providing **Breakdown** assistance, for **Policy** administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **Our** website privacy notice (see below).

*We* collect and process these details as necessary for performance of *Our* contract of insurance with *You* or complying with *Our* legal obligations, or otherwise in *Our* legitimate interests in managing *Our* business and providing *Our* products and services.

These activities may include:

- a) use of sensitive information about the health or vulnerability of *You* or others involved in *Your Breakdown* assistance claim, in order to provide the services described in this *Policy*;
- b) disclosure of information about You and Your insurance cover to companies within the AXA group of companies, to Our service providers and agents in order to administer and service Your insurance cover, to provide You with Breakdown assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

- c) monitoring and/or recording of *Your* telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) obtaining and storing any relevant and appropriate photographic evidence of the condition of *Your Vehicle* which is the subject of the claim, for the purpose of providing services under this *Policy* and validating *Your* claim; and
- e) sending You feedback requests or surveys relating to Our services, and other customer care communications. We will separately seek Your consent before using or disclosing Your personal data to another party for the purpose of contacting You about other products or services (direct marketing). Marketing activities may include matching Your data with information from public sources, for example government records of when Your MOT is due, in order to send You relevant communications. You may withdraw Your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

*We* carry out these activities both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland,

across which the data protection laws provide a similar level of protection.

By purchasing this **Policy** and using **Our** services, **You** acknowledge that **We** may use **Your** personal data, and consent to **Our** use of sensitive information, both as described above. If **You** provide **Us** with details of other individuals, **You** agree to inform them of **Our** use of their data as described here and in **Our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **We** hold about **You**, and **You** have other rights in relation to how **We** use **Your** data (as set out in **Our** website privacy notice – see below). Please let **Us** know if **You** think any information **We** hold about **You** is inaccurate, so that **We** can correct it.

If **You** want to know what information is held about **You** by Inter Partner Assistance S.A. UK Branch or AXA Assistance, or have other requests or concerns relating to **Our** use of **Your** data, please write to **Us** at:

| Address: | Data Protection Officer                      |
|----------|--|
|          | The Quadrangle                               |
|          | 106-118 Station Road                         |
|          | Redhill                                      |
|          | RH1 1PR                                      |
|          | UK   |
| Email:   | dataprotectionenquiries@axa-assistance.co.uk |
|          |  |

Our full data privacy notice is available at:

www.axa-assistance.co.uk.

Alternatively, a hard copy is available from Us on request.



# **Endorsement 7 - European breakdown assistance**

#### 24 hour helpline: +44 1737 815 123

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "breakdown" to +44 (0)7984 434960.

This extension of cover only applies if shown as an **Endorsement** on **Your Motorhome Schedule** and **You** have paid the appropriate premium. The cover is not available unless **You** have also taken the 'European travel' **Endorsement** for **Your Motorhome Policy**.

This section of the **Policy** is underwritten by Inter Partner Assistance S.A. UK Branch, which is part of the AXA Group.

AXA Assistance (UK) Limited operates the 24 hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales.

Definition of words (applying to this section)

Separate definitions apply to this section - please see below.

#### 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 *Motorhome* keys (or any device used for starting *Your Motorhome*), occurring within the *Territorial Limits* during the *Period of Insurance* (if the appropriate premium has been paid).

#### **British Islands**

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands (including Guernsey and Jersey).

# **Certificate of Motor Insurance**

The document which proves that **You** have insurance in line with road traffic laws. This includes who is permitted to drive and the use under this **Policy**.

#### Driver

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

#### Endorsement

A change in terms of the *Policy*. Any *Endorsements* applying to this *Policy* are noted on *Your Schedule*.

#### 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.

#### Journey

A trip **You** make in **Your Motorhome** outside of the **British Islands** and within the **Territorial Limits**.

# 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.

# Policy

Your Policy is made up of:

- This *Policy* book; and
- · Your Schedule including any Endorsements; and
- Your Certificate of Motor Insurance

### Schedule

The latest **Schedule** issued by Caravan Guard as part of **Your Policy** forms the basis of the contract between **You** and **Us**.

### **Territorial Limits**

Any country which is a member of the European Union and other territories for which cover is expressively provided under the *Motorhome Policy*.

 Cover may not be available for all countries where a Green Card is required, so it is advisable to check with Caravan Guard before travelling.

# 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

AXA Assistance (UK) Limited (the assistance service provider) of The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR - or Inter Partner Assistance S.A. UK Branch.

#### You / Your / Driver

The policyholder or any person driving with **Your** permission and/or any passenger(s) up to the maximum number recommended by the **Motorhome** manufacturer.

# Details of cover (applying to this section)

# 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 either recover the *Motorhome* or provide and pay for a *Driver* to take the *Motorhome* and the people in it to *Your* intended destination. A medical certificate may be requested by *Us*.

# What is covered

# **Breakdown assistance**

- If the *Motorhome* breaks down in the *Territorial Limits* during the *Period of Insurance We* will pay up to the total amount shown on *Your Schedule* for each visit to the *Territorial Limits You* make for:
  - An Authorised Operator to come to where Your Motorhome is. We will arrange and pay for Your Motorhome, the Driver and any passenger(s), up to the maximum number recommended by the Motorhome manufacturer to be taken to a local garage for it to be repaired. You must pay the costs of any repairs.
  - Any necessary towing and storage of the *Motorhome* within the *Territorial Limits* The most *We* shall pay under this section of this *Endorsement* in any *Period of Insurance* is shown on *Your Schedule*.
- 2. If during the *Period of Insurance* the *Motorhome* is inside the *Territorial Limits* and;
  - Breaks down; or
  - Is involved in an accident which results in a valid claim under section 1 of this *Policy*

# What is covered

For each visit **You** make to the **Territorial Limits We** will pay up to the total amount shown on **Your Schedule** for:

- a) Accommodation expenses for 1 night while waiting for the *Motorhome* to be repaired. This cover is limited to the amount shown on *Your Schedule* for the *Driver* and any passenger(s), up to the maximum number recommended by the *Motorhome* manufacturer
- b) Accommodation expenses for up to 3 extra nights if the *Motorhome* cannot be repaired within 24 hours. This cover is limited to the amount shown on *Your Schedule* for the *Driver* and any passenger(s), up to the maximum number recommended by the *Motorhome* manufacturer; or
- c) Car hire or other transport for up to 72 hours to take *You* to *Your* immediate destination; and for the *Motorhome* to be returned to *You* or the *Driver* to return to the repairer to collect the *Motorhome*

# What is covered

The most *We* shall pay under this section of this *Endorsement* in any *Period of Insurance* is shown on *Your Schedule*.

*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. On many European motorways or autoroutes, particularly in France, if *You* break down the police will answer the emergency phone. They will arrange for the *Motorhome* to be picked up, and tow *You* and *Your Motorhome* off the motorway to a local garage or a motorway service station, *You* will have to pay for this help on the spot. If this happens *You* should get a receipt and keep it, and *We* will pay *You* the money back. Or, once *You* and *Your Motorhome* are towed to a safe place, call *Us*. The organisation that have picked *You* up may accept *Our* guarantee to pay them. At this stage *We* will also arrange any other help *You* may need.

# 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 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*

# What is not covered

- 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
- 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* or *Trailer* 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

# What is not covered

- Any loss or damage caused by riot or civil commotion that happens outside the *British Islands*
- The return of the *Motorhome* to the *British Islands* if repairs can be completed locally and *You* are either unable or unwilling to allow this to happen
- The costs of returning *Your Motorhome* to the *British Islands* if *We* believe that the cost of doing so would be greater than the market value of *Your Motorhome* in the *British Islands*, after the breakdown
- Any loss of any kind that comes from providing, or delaying providing, the services that cover relates to unless caused by *Our* negligence or deliberate misconduct. (For example, a loss of earnings, telephone calls, the cost of food and drink and costs *We* have not agreed beforehand)
- Anything mentioned in the 'Policy exclusions'

# General conditions (applying to this section)

 The *Motorhome* must be permanently registered in the *British Islands* and have a current MOT certificate and valid road fund licence / vehicle tax. 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.

- 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 if *You* do not ensure these repairs are done.
- If designed to carry one, there must be a usable spare wheel in the *Motorhome* at all times (including a wheel for any *Trailer*) and a key that will let *Us* remove a wheel secured by wheel nuts for the *Motorhome* or *Trailer*.
- You are responsible for the safety of the contents of the *Motorhome* and, unless *Injured*, must be with the *Motorhome* when assistance arrives.
- You may be charged a fee if You do not do everything You reasonably can to make the Motorhome easily accessible.
- You may be charged a call out fee if, after having called Us for assistance, You get the Motorhome going and do not let Us know immediately.
- 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**.

- We will not be responsible for the cost or the quality of repairs when Your Motorhome is repaired in any garage to which the Motorhome is taken.
- 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.
- 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 **2** 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 **4** claims 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 the amount shown on Your Schedule 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. We cannot guarantee that hire cars will always be available, and We are not responsible if they are not available. We cannot guarantee that there will be tow bars, bike racks, roof boxes or other accessories included on an alternative vehicle.
- 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 *Data Protection Legislation*. For full details of our privacy policy please visit our website www.axa-assistance.co.uk.
- 19. We will not provide cover, pay any claim or provide any benefit if doing so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# **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 contact:

| Post:      | The Quality Assurance Manager<br>AXA Assistance (UK) Ltd<br>The Quadrangle |
|------------|--|
|            | 106-118 Station Road   |
|            | Redhill  |
|            | Surrey   |
|            | RH1 1PR  |
| Email:     | quality.assurance@axa-assistance.co.uk                                     |
| Telephone: | 01737 815 215  |

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:

Insurance Division The Financial Ombudsman Service Exchange Tower Harbour Exchange London E14 9SR Telephone:

0800 0234 567 (free from landlines) 0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

#### Data Protection (applying to this section)

Details of **You**, **Your** insurance cover under this **Policy** and claims will be held by **Us** (acting as data controllers) for underwriting, for providing **Breakdown** assistance, for **Policy** administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **Our** website privacy notice (see below).

*We* collect and process these details as necessary for performance of *Our* contract of insurance with *You* or complying with *Our* legal obligations, or otherwise in *Our* legitimate interests in managing *Our* business and providing *Our* products and services.

These activities may include:

Post:

- a) use of sensitive information about the health or vulnerability of *You* or others involved in *Your Breakdown* assistance claim, in order to provide the services described in this *Policy*;
- b) disclosure of information about You and Your insurance cover to companies within the AXA group of companies, to Our service providers and agents in order to administer and service Your insurance cover, to provide You with Breakdown assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of *Your* telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) obtaining and storing any relevant and appropriate photographic evidence of the condition of *Your Vehicle* which is the subject of the claim, for the purpose of providing services under this *Policy* and validating *Your* claim; and
- e) sending You feedback requests or surveys relating to Our services, and other customer care communications. We will separately seek Your consent before using or disclosing Your personal data to another party for the purpose of contacting You about other products or services (direct marketing). Marketing activities may include

matching **Your** data with information from public sources, for example government records of when **Your** MOT is due, in order to send **You** relevant communications. **You** may withdraw **Your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **Policy** and using **Our** services, **You** acknowledge that **We** may use **Your** personal data, and consent to **Our** use of sensitive information, both as described above. If **You** provide **Us** with details of other individuals, **You** agree to inform them of **Our** use of their data as described here and in **Our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **We** hold about **You**, and **You** have other rights in relation to how **We** use **Your** data (as set out in **Our** website privacy notice – see below). Please let **Us** know if **You**  think any information *We* hold about *You* is inaccurate, so that *We* can correct it.

If **You** want to know what information is held about **You** by Inter Partner Assistance S.A. UK Branch or AXA Assistance, or have other requests or concerns relating to **Our** use of **Your** data, please write to **Us** at:

Address: Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK

Email: dataprotectionenquiries@axa-assistance.co.uk

*Our* full data privacy notice is available at: www.axa-assistance.co.uk.

Alternatively, a hard copy is available from **Us** on request.

If **You** need to make a claim, what **You** need most of all is speedy, professional, practical help. This is exactly what **We** provide. Whatever the problem, big or small **We** are here to help **You**.

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Your Motorhome**, **Equipment** and **Personal Possessions** from further damage. Please have **Your Policy** number handy when **You** call.

If **You** require emergency assistance following an accident or breakdown please call 01737 815 123 (or +44 (0)1737 815 123 if **You** are calling from outside the UK). The services covered under 'UK roadside breakdown assistance' and 'European breakdown assistance' sections of the **Policy** are provided by AXA Assistance, which is fully owned by the AXA Group.

For all other claims (including if **You** require a repair or replacement to **Your Windscreen And Body Glass**) please call the claims helpline as shown on **Your Schedule**. While most claims can be agreed over the telephone, there may be times when **We** ask **You** to complete a claim form and provide **Us** with further information, and/or **We** may wish to arrange a visit and inspection. To help **Us** deal with **Your** claim quickly, please read this **Policy** booklet carefully, particularly the 'Policy conditions' and 'Policy exclusions' on pages 25-35. Please also check the **Endorsements** applicable to **Your Policy**.

### **Claims conditions**

These are the claims conditions **You** will need to keep to as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

If anything happens which might lead to a claim, what **You** must do depends on what has happened. The sooner **You** tell **Us** the better. In some cases, there are other people **You** must contact first. When an incident occurs which may result in a claim, **You** should read the information on 'How to make a claim'. **You** should also check the information at the end of Section 1 - 'How we will settle a claim under this section' on pages 17-19.

### What you must do

If **You** are the victim of theft, riot, a malicious act or vandalism, or if **You**, **Your Family** or **Your Friends** lose something away from **Your Motorhome** tell the police immediately upon discovery and ask for a crime reference number and tell **Us** as soon as **You** can, or in the case of riot tell **Us** immediately. If someone is holding **You** responsible for an injury or any loss or damage, no one must admit responsibility. Give **Us** full details in writing as soon as **You** can. Any application notice, legal document or other correspondence sent to **You** must be sent to **Us** straight away without being answered. For all other claims, tell **Us** within 14 days.

**You** should do all **We** reasonably ask **You** to do to get back any lost or stolen property. Do not throw away any damaged items before **We** have had a chance to see them, or carry out non-emergency repairs before **We** have had chance to inspect them.

# **Rights and responsibilities**

*We* may need to get into a *Motorhome* that has been damaged to salvage anything *We* can and to make sure no more damage happens. *You* must help *Us* to do this but *You* must not abandon *Your* property to *Us*.

**You** must not settle, reject, negotiate or offer to pay any claim **You** have made or intend to make under this **Policy** without **Our** written permission. **We** have the right, if **We** choose, in **Your** name but at **Our** expense to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation from anyone else

Start legal action to get back from anyone else any payments that have already been made
 You must provide Us at Your expense, with any information or assistance We may reasonably require about any claim.
 You must help Us to take any legal action against anyone or help Us defend any legal action if We ask You to.

# When You call Us, at Our option We will:

- Ask You to get estimates for repairs or replacement items; or
- Arrange for the damage to be inspected by one of *Our* Claims Advisers or an independent loss adjuster or other expert – their aim is to help *Us* agree a fair settlement with *You*; or
- Arrange for the repair or a replacement as quickly as possible

# Guidance when making a claim

Conditions that apply to the **Policy** and in the event of a claim are set out in **Your Policy** booklet. It is important that **You** comply with all **Policy** conditions and **You** should familiarise yourself with any requirements.

Directions for claim notification are included under the claims conditions. Please be aware that events that may

give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required.

Claims conditions require **You** to provide **Us** with any assistance and evidence that **We** require concerning the cause and value of any claim.

Ideally, as part of the initial notification, You will provide:

- **Your** name, address and contact telephone numbers (and driver details if applicable)
- Personal details necessary to confirm Your identity
- Policy number as noted on Your current Schedule
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Name, addresses and contact numbers of any other parties involved or responsible for the incident (including details of injuries) and contact details of any witnesses

This information will enable **Us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstance and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair
- Estimates for repair or replacement of damaged items

Please send all documents by either recorded delivery or registered post and ensure that **Your** claim reference number is on all correspondence.

Sometimes *We*, or someone acting on *Our* behalf, may wish to meet with *You* to discuss circumstances of the claim, to inspect damage, or to undertake further investigations.

We take pride in the claims service We offer to Our customers. Our philosophy is, where possible, to repair or replace lost or damaged property and We have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions. Where We can We offer repair or replacement through Our supplier network. Where this is not possible We will agree for You to use Your own repairer or supplier or to pay **You** a cash settlement. If a cash settlement is paid, the payment amount will not exceed the amount **We** would have paid **Our** supplier.

Please note that unfortunately there are sometimes delays in repairers obtaining parts, which can cause repairs to be delayed. Please contact **Your** repairer to establish the length of time they require for a full repair.

*We* may need to gain access to *Your Motorhome* to assess any damage. It is *Your* responsibility to ensure *We* can access *Your Motorhome* to enable *Us* to do this.

#### Who you need to know

Different companies may need to be involved if **You** have to make a claim, in order to provide general support and assistance, process **Your** claim and assess any damage to ensure the claim is handled as quickly and fairly as possible. This section details the most common companies that may be involved.

#### Insurer

The insurer shown on **Your Schedule** is the underwriter of the **Policy You** bought from Caravan Guard. They should be **Your** first point of contact when making a claim. The insurer will handle **Your** claim and agree any settlement.

#### Caravan Guard

Caravan Guard is the company with whom **You** took out **Your Policy**. Caravan Guard can provide help and guidance on any aspect of **Your Policy**. If **You** have any queries or are unsure abut anything please contact the Caravan Guard team.

# • Loss adjuster

An independent loss adjuster with an expert understanding of claims may be appointed to visit *Your Motorhome* and assess any *Damage*, to ensure *You* receive a fair settlement.

In some instances, *You* may also be introduced to a reputable repairer.

# If you have an accident abroad

If **You** have an accident abroad, follow the procedure below.

- Immediately report the accident to the police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the police team that attended the scene or who the accident was reported to.
- Give *Your* name and address, and *Our* name and address to the other party and produce *Your Certificate of Motor Insurance*.

- 3. Get the name and address of the other driver, details of their motor insurer (including *Policy* number) and information about the registration and ownership of the other vehicles involved.
- 4. Call **Our** claims helpline as soon as possible, particularly if anybody is injured.
- Never make any statement or sign any document (other than the European accident statement) without the advice of a lawyer or competent official. Do not sign the European accident statement, particularly if written in a foreign language, before *You* are certain that *You* understand and agree with every word.
- 6. If **You** have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.
- 7. Use **Your** European Accident Statement (the various linguistic editions of this form are identical throughout Europe) and be sure to get the following details:
  - The make, registration number and colour of the other vehicle and whether it is right or left-hand drive. If the Third party vehicle is a lorry obtain the number of both the cab and trailer units. In some countries these have different registration numbers.

- The full names, addresses and occupations of independent witnesses
- The date, time and exact place of the accident
- The speeds of *Your* own and the other vehicle
- Signals given by You and the other driver
- Weather and road conditions
- Names and addresses of people injured and details of those injuries
- Details of damage to *Your* own and other vehicles
- If **You** do not have a European Accident Statement, collect the following information:
  - a) Date, time and place of the accident
  - b) Other vehicle's details
  - c) Registration number
  - d) Country of registration
  - e) *Policy* number of the insurance
  - f) Green card number
  - g) Name and address of the insurer
  - h) Surname, first name and address of the driver
  - Accident circumstances including details of damage to vehicles and injuries to any people involved
  - Sketch the scene and the position of the vehicles (include road markings where possible)

# If you have uninsured losses

Even if a claim is covered under **Your Policy**, **You** could still be out of pocket for expenses such as:

- The cost of a replacement motorhome; and
- Loss of earnings

Please refer to the separate legal expenses insurance policy booklet and **Your Schedule** for details of how to make a claim under this **Endorsement**.

If **You** would like to discuss any aspect of the claims process, please contact the Caravan Guard Claims Liaison team on 01422 396 815 or by email to claims@caravanguard.co.uk.

# **Annual servicing**

In addition to the MOT test required by law (which confirms that at the time of test, your motorhome has met the minimum acceptable environmental and road safety standards) we also recommend that you service your motorhome on an annual basis.

# Buying a second hand motorhome

We recommend you organise a HPI check where possible for any potential second hand purchase, especially if not buying from a recognised dealer.

# **Drain down**

It is extremely important that the water system is fully drained down during the winter period and whilst unoccupied to prevent frost damage.

#### Fire

We recommend that you keep a fire blanket, smoke alarms and fire extinguishers in your motorhome.

#### **General advice**

- To protect against condensation out of season, leave interior doors and wardrobe doors open. Also stack upholstery in the middle of the lounge area.
- Ensure vents are never obstructed this is vital where gas is involved

• When out of season and/or unoccupied consider the damage which small mammals/vermin could cause

# **Organising your trips**

- Research suggests that up to 350 people are killed each year in sleep related accidents. We suggest that you plan your journey to include a 15 minute break for every 2 hours of driving. Don't start your journey tired. Be aware of the risks if you have to get up unusually early to start your trip, or have a long drive home. If you start to feel sleepy find a safe place to stop – not the hard shoulder of a motorway.
- Before you set off on a trip, ensure that the water, oil and tyre pressure has been topped up and you have a spare wheel or puncture repair kit
- Take photographs if your motorhome is damaged, especially whilst travelling abroad as some European insurance companies will not deal with a claim unless there is photographic evidence

#### **Taxing online**

Please contact Caravan Guard if you have just taken a new or renewed an existing policy with us and are experiencing problems taxing online or by phone.

An insurance provider must submit insurance records to the Motor Insurance Database (MID) within 7 days of the policy commencement date. When applying for tax online or via telephone the DVLA's system will check against the MID to ensure insurance cover is in place for when the period of tax is due to commence.

It will usually take at least 2 full working days before your new policy shows on the MID and it should certainly appear within 7 days.

If your current motorhome insurance policy expires before your vehicle tax is due for renewal, the DVLA system will not be able to see a valid insurance policy is in force for the new tax period as the DVLA Electronic Vehicle Licensing (EVL) system can only see one active insurance policy on a particular vehicle at a time. Therefore a tax renewal cannot occur electronically (i.e. via the DVLA's phone or online service). This will apply even if you have already renewed your insurance policy for the next period of insurance.

Only after your existing insurance policy has expired and a new insurance policy has commenced will the DVLA EVL system be able see that valid cover is in place for when the new tax period begins and allow tax renewal electronically. Should you wish to tax your vehicle before, you may need to take your new certificate of motor insurance, along with your tax renewal reminder (V11 form) and valid MOT vehicle test certificate (if applicable), plus a valid exemption Certificate (if applying for disabled vehicle tax), to the Post Office and purchase vehicle tax over the counter.

#### Theft

Always close and lock exterior doors and windows when you leave your motorhome – even if it's just for a short time. Thieves do not need long to go through your property.

Don't leave high risk items in your motorhome as they could attract thieves. Don't leave personal documents in the motorhome. This can assist thieves in selling your motorhome.

Fit an alarm or tracking system. We recommend that you speak to your dealer for further advice. Fitting a steering lock will also add an extra deterrent.

If you are keeping your motorhome at home, consider fitting a post or gate, or even chaining your motorhome down.



Out of season, or if unoccupied for long periods, take electrical goods and portable equipment out of the motorhome. Leave curtains and cupboards open, so it is obvious to thieves that there is nothing worth breaking in for.

#### Water ingress

Sensible precautions should be taken as follows:

- Regularly inspect the seams and seals where panels join and talk with your dealer if you encounter any problems which could cause water ingress
- Keep the exterior panelling clean and check the general condition of your motorhome regularly

This Privacy Notice explains how *We Use* the information *We* collect about *You* and how *You* can exercise *Your* rights. Please read the following carefully as it contains important information relating to the details that *You* have given *Us. You* should show this notice to any other party related to this insurance.

You are giving Your information to the insurer of Your
Policy as shown on Your Schedule and any other companies within their group. In this information statement, 'We' 'Us' and 'Our' refers to the group unless otherwise stated.

*Our* Privacy Notice will be updated from time to time, please check it each time *You* submit personal information to *Us* or renew *Your* insurance policy. Any immediate update to this notice will be published on *Our* webpage.

# The information we collect and how we collect it

As a data controller **We** have certain legal responsibilities concerning how **We** collect, use and share **Your** personal information. **We** receive personal information about **You** from:

- **You** directly, the information **You** provide when **You** contact **Us**.
- Someone who is acting on *Your* behalf, where *You* have given them permission to do so.

 Third parties, the information which a third party can lawfully pass to Us. This could be where a third party applied for a product on Your behalf (and You gave permission for this), an agent lawfully passed Your details to us to provide Our services, or other sources such as the Motor Insurers Database and fraud prevention databases.

*Your* information comprises all the details *We* hold about *You* and *Your* transactions, including information obtained from third parties. Although not an exhaustive list, the types of personal information *We* collect include: *Your* name, email address, phone number, postal address, and information to assess *Your* insurance risk.

*We* need to collect data about *You* so that *We* can understand the level of insurance cover *You* require, and to provide *You* with insurance services and information. *We* will use some of this information to communicate with *You*, and where *You* have agreed, to send *You* product or service information and offers.

Sometimes **We** will ask for special categories of personal information (e.g. driving offences or health information), and/or criminal or fraud information, for which there is additional protection under data protection law.

As a customer *We* will collect *Your* payment details, (e.g. direct debit, credit or debit card information) to pay for *Your* cover. To service *Your* policy *We* might contact *You* via *Our* website, emails, phone, text or post. These services might record information such as passwords, electronic information identifier (IP Address), email address, phone number and call recordings.

If **You** need to make a claim against **Your** policy, information about the incident will be collected, this may be shared with other selected companies to aid the processing of the claim.

#### Legal grounds to process

*We* are required to tell *You* the legal grounds relied upon to process *Your* personal information and why processing is necessary, *We* have listed these below:

#### Our performance of an insurance contract

This includes providing **You** with insurance (including administration and generally servicing and maintaining **Your** policy) and/or **Us** taking steps at **Your** request towards, and in anticipation of, providing **You** with insurance services.

Our legitimate business interests

or those of a third party - Where these interests are not overridden by Your interests or fundamental rights and freedoms in relation to the protection of Your personal information. Our legitimate business interests include enabling Us to provide You with information about **Our** insurance services, market research, product development, responding to any guery that You may raise with Us and, where requested by You, providing **You** with insurance services. Third party legitimate business interests include the promotion of insurance services to You so that third parties, such as holiday parks, have sufficient insurance coverage at their site(s). We will always give full and proper consideration to Your interests, via a balancing test, before using **Your** personal information in the way described

- Consent In some circumstances We may need consent to use Your 'special category personal data'.
   We will always give You a choice as to whether We use Your personal information for marketing.
- Our compliance with legal or regulatory obligations - Where laws or regulations may require Us to use Your personal information in certain ways.

Necessity - To establish, exercise or defend a legal claim.
 We may use Your information to establish Our position or defend ourselves.

For criminal or special category personal information (such as health conditions), the legal grounds *We* rely on to process *Your* information are that:

 We need to investigate a potential legal claim or bring or defend a legal claim, this may relate to a claim under Your insurance policy, or relate to the investigation and prosecution of fraud. Please note that You do not have to give Your consent to Us for Us to provide Our insurance services to You.

# How we use your personal information

*We* think *Your* information is as important as *You* are, and *We* want to make *You* aware of how *We* might use it:

- Assess financial and insurance risk
- To inform You about Our insurance services
- To provide You with the service requested
- To undertake administration and generally service and maintain *Your* insurance policy, including responding to any query that *You* may raise and managing any claim *You* may make under *Your* insurance policy
- To develop and test products and services, in specific, *We* may also use *Your* information to contact *You* for market research purposes

- Recover debt
- · Prevent and detect crime

Where You have provided Your prior consent:

 We will use Your contact information to notify You of Our services, products and offers which We believe may interest You, via post, phone, email or text, this is what is commonly referred to as 'marketing'. These messages may be personalised using information You have previously provided.

We may use information collected about **You** to show **You** relevant advertising on third party websites e.g. Google, this could be advertising messages via the use of cookies. If **You** don't want to be shown targeted advertising from **Us** you can change your settings on some third party sites, and some browsers allow **You** to block our adverts.

We may ask You to confirm or update Your consent choices, if or when You interact with Us in the future, to ensure that Your choices remain up to date. If at any other time You decide that You do not want Us to contact You for marketing purposes, please get in touch using the details in the 'Contact us' section of this privacy notice. *We* will not disclose your information to any other party except:

- Where *We* have your consent
- To service *Your* contract; for example *Your* policy underwriter will require this information to provide *You* with a quote and/or insurance cover
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You
- Where a third party has been appointed to handle elements of *Your* claim
- With *Our* carefully selected third party service providers, including external software or hosting providers, research or development agencies and technology providers
- Where You have taken a policy with Us, we may send confirmation to the company that introduced You to Us (e.g. a dealer, holiday park or member organisations). Personal data will be limited to that used for statistical analysis, confirmation of commission payment, and/or to improve relevancy of their marketing campaigns. Please notify Us within 14 days of receiving this document if this is not OK.
- Where *We* are required or permitted to do so by law
- In the event that *We* are bought or *We* sell our business, *Your* information will be disclosed to the prospective buyer

**Your** personal information may be accessed, transferred or stored at a destination outside the European Economic Areas in connection with the purposes set out above. **We** will take all reasonable steps to ensure that **Your** personal information is safeguarded and treated in accordance with this privacy notice. If **You** would like further information please contact **Us**.

# **Claims history**

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI).

Under the conditions of **Your Policy**, **You** must tell **Us** about any incident (such as an accident, fire, theft or malicious damage) which may or may not give rise to a claim. When **You** tell **Us** about an incident, **We** will pass information relating to it to the registers.

# **Credit reference agencies**

To determine premium payment rates at quote, renewal and/or any future invitations, *We* may make checks on the electoral roll and public data through a credit reference agency. These enquiries will be recorded but will not affect *Your* credit rating.

#### **Motor Insurance Database**

Information relating to motor insurance policies will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by Insurers, the police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- Electronic Vehicle Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- Obtaining information if *You* are involved in a road traffic accident (either in the UK, the EEA or certain other territories)

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **Your** current registration number. If it is incorrectly shown on the MID **You** are at risk of having **Your Motorhome** seized.

**You** can check that **Your** correct registration number details are shown on the MID at www.askmid.com

# **Automatic Decision Making**

Prior to **Us** offering **You** an insurance product or service **We** may carry out the below which involve automated decision making (computer based):

- **Pricing and Underwriting;** to calculate the insurance risk and calculate a premium
- **Credit referencing;** where a policy is being paid by Direct Debit checks are made to evaluate **Your** credit rating, this is to assess **Your** ability to pay for the product or service

If **You** do not agree with the result, **You** have the right to contact **Us** to request a manual reassessment of the same information.

# How long will we keep your personal information?

Where **You** have purchased an insurance product, **We** will keep **Your** personal information for so long as **We** are providing **You** with insurance services, plus an additional 7 years, to deal with any queries, complaints or legal claims **You** may have. **We** may keep **Your** data for longer than 7 years if **We** cannot delete it for legal, regulatory or technical reasons. **We** may also keep it for research or statistical purposes. If **We** do, **We** will make sure **Your** privacy is protected and only use it for those purposes. Where the use of **Your** personal information for a specific purpose is based on **Your** consent, **We** will keep **Your** information for 4 years after **Our** last mutual contact, or until **You** ask **Us** to stop sending **You** such information.

#### Your rights in relation to your personal information

Under certain conditions, **You** may have the right to request **Us** to:

- Provide You with further details on the use We make of Your personal information
- Provide You with a copy of personal information We have collected about You
- Update any inaccuracies in the personal information *We* hold
- Delete any personal information that *We* no longer have a lawful ground to use
- Object to *Our* use of *Your* personal information if *Our* use of *Your* personal information is causing *You* undue harm.

If **You** have any questions in relation to **Our** use of **Your** personal information, or wish to request any of the above, please get in touch using the details in the 'Contact us' section (right).

Please note that submitting a request does not necessarily mean **We** will be able to fulfil it on every occasion - **We** may be bound by law preventing **Us** from fully fulfilling such a request, or **We** may be able to demonstrate legitimate grounds to continue using it in the manner **You** are objecting to. When this is the case **We** will explain in **Our** response.

# **Contact us**

If **You** have any questions, or if **You** would like to find out more about this privacy and security notice **You** can contact **Us**:

| Post:      | Data Protection Officer       |
|------------|-------------------------------|
|            | Caravan Guard and Leisuredays |
|            | New Road                      |
|            | Halifax                       |
|            | HX1 2JZ                       |
| Telephone: | 01422 396 777                 |

Should it be necessary, **You** also have the right to complain to the Information Commissioner's Office, **You** can find out how to report a concern via their website: ico.org.uk.

Large print copy available on request



Call 01422 396 777 or visit caravanguard.co.uk/paperpolicy

Caravan Guard Limited New Road, Halifax, HX1 2JZ

Telephone: 01422 396 777 Fax: 01422 396 800 Email: info@caravanguard.co.uk Internet: www.caravanguard.co.uk



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