

Motorhome Insurance Policy



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Welcome to your Caravan Club Motorhome Insurance Policy

Dear Member

Welcome and thank you for choosing to insure under The Caravan Club Motorhome Insurance scheme.

Please read your policy carefully and keep it in a safe place. If you find that your policy does not meet your needs, please contact The Caravan Club Motor Insurance Service Department immediately on 0345 300 4290. It is hoped that you will not have cause to complain, but if you do, you will find details of the complaints procedures at the back of this booklet.

This Caravan Club Motorhome Insurance policy is underwritten by the Insurer/Underwriter named in the schedule.

Easy index

Accidents

What do I do if I have an accident or if my Motorhome is damaged, destroyed by fire or stolen?

Phone 0345 604 4461

Audio equipment

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Your policy

The contract of insurance

The policy is a contract between you and us. You enter into a contract with us when you agree to take out the policy on the terms and conditions we have offered and to pay the premium. It is your responsibility to ensure that all persons insured are aware of the terms and conditions of the policy.

This policy booklet, the proposal form/statement of fact, the policy schedule, the certificate of motor insurance, and any changes to your insurance policy contained in notices issued by us at renewal form your policy and should be read together.

In return for paying your premium, we will provide the cover shown in your schedule under the terms and conditions of this policy booklet during the period of cover. Any changes agreed during the period of cover will be treated as a continuation of the contract of insurance.

Our provision of insurance is conditional upon all persons who seek to benefit under this policy observing the terms, provisions, conditions and clauses of this policy.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

For existing customers who pay annually or monthly, you enter into a new contract of insurance with the insurer commencing on the date when you agree to renew the policy and to pay the premium. The policyholder and permitted drivers will be covered for the period of insurance shown on the renewal schedule.

Information and changes your insurer needs to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

Please tell Devitt Insurance Services Limited immediately to let us know if there are any changes to the information set out in the proposal form/Statement of Fact, certificate of motor insurance or on the policy schedule. In addition, please refer to General Condition 7 of your policy (Important Notice - Information and changes we need to know about) for details of specific changes you must tell us about.

If you are in any doubt, please contact The Caravan Club Motor Service Department on 0345 300 4290. When we are notified of a change, we will tell Devitt Insurance Services Limited if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change the compulsory excess, or
- we may declare your policy void (treating your policy as if it had never existed), or
- the extent of the cover may be affected.

Where fraud is identified we will:

Not return any premium paid by you.

Pass details to fraud prevention and law enforcements agencies who may access and use this information.

How to read your policy

This policy must be read as a whole. The General exceptions and General Conditions appearing on pages 21–24 apply to all sections of this policy.

Cooling off Period – Rights of cancellation

You have a statutory right to cancel your policy within 14 days either from the day of purchase or renewal of the policy or the day on which you receive your policy or renewal documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

If you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated in proportion to the period for which you have received cover. In addition a cancellation charge will be made by Devitt Insurance Services Limited as outlined in their Terms of Business.

No refund will be due if a claim involving the total loss of your vehicle has been made during the current period of insurance.

To exercise your right to cancel, please contact The Caravan Club Motor Service Department on 0345 300 4290.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling-off period, please refer to the General Conditions section of your policy.

You must also return your certificate of motor insurance immediately following cancellation.

Choice of Law

The law of England and Wales will apply to this contract unless:

- 1) you and the Insurer agree otherwise; or
- 2) at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Customers with disabilities

This policy and other documentation are also available in large print, audio and Braille. If you require any of these formats please contact The Caravan Club Motor Service Department on 0345 300 4290.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be English.

Definitions

Wherever the following words or expressions appear in **your policy** or **schedule** in **bold**, they will have the meaning given here unless **we** say different.

Approved Repairer: A repairer nominated by the insurer/underwriter who has been selected for its adherence to strict standards of quality in its work and customer service.

Certificate of Motor Insurance: This document provides evidence that you have taken out the insurance needed by law. It identifies who can drive your motorhome and the purposes for which your motorhome can be used. It also says whether you have cover under 'Section 1 Liability to other people' while driving any other vehicle.

Civil Partner: A relationship as defined in the Civil Partnership Act 2004.

Devitt Insurance Services Limited: The Caravan Club Motorhome Insurance policy is arranged by Devitt Insurance Services Limited, Insurance Brokers, authorised and regulated by the Financial Conduct Authority. Registered Office: North House, St Edwards Way, Romford, Essex RM1 3PP.

Excess: The amount you must pay towards any claim.

Market Value: The cost of replacing your motorhome in the UK with one of the same make, model, specification, mileage, age and condition.

Motorhome: Any Motorhome insured under this policy and identified in the certificate of motor insurance. In Section 2 Fire and theft and Section 4 Damage to your Motorhome, the term 'Motorhome' also includes its accessories and spare parts, whether they are on or in the Motorhome, or in your private garage.

Period of cover: The period of time covered by this policy as shown in the current policy schedule and any further period for which your insurer/underwriter agrees to insure you.

Policy: The policy booklet, schedule and certificate of motor insurance.

Road Traffic Acts: Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule: The document which identifies the policyholder and the insurer/underwriter and sets out details of the cover your policy provides.

Terms: All terms, exceptions, conditions and limitations which apply to the policy.

Trailer: Any form of trailer, including caravans and trailer tents, which has been specially built to be towed by a motorhome.

We/us/our: The Insurer or Underwriter named in the schedule.

You/your: The person named as the policyholder in the schedule.

Your cover

If the cover you have chosen is:

Comprehensive –

All sections of the policy wording apply.

Third party, fire and theft –

Only sections 1, 2, Section 5 part 4 Clothing and personal belongings (in respect of claims involving fire or theft or attempted theft) and sections 6, 7, 8, 10, 11, 12, 13, 14 and 15 apply.

Third party only –

Only sections 1, 6, 7, 8, 10 and 13 apply.

Any extra cover or terms that may apply are shown in **your schedule**.

Section 1

Liability to other people

1(a) Cover for you

We will cover **you** for **your** legal responsibility if **you** have an accident in **your motorhome** and:

- **you** kill or injure someone; or
- **you** damage their property.

This cover also applies to any accident involving a **trailer** or broken down motor vehicle which **you** are towing, so long as the towing is allowed by law and the motor vehicle or **trailer** is attached properly to the **motorhome** by towing equipment made for this purpose. We will also cover **you** for any claim arising from an accident in connection with a caravan hired to, or owned by **you**, which is detached from **your motorhome**.

1(b) Driving other vehicles

If your **certificate of motor insurance** says so, this **policy** provides the same cover as '1 (a) Cover for you' when **you** are driving any other vehicle as long as it is not a vehicle owned by **you** or hired to **you** under a hire purchase or leasing agreement or a vehicle which has been seized by, or on behalf of, any government or public authority.

This cover only applies if:

- **you** have the owner's permission to drive the vehicle and there is a current and valid policy of insurance in force for the vehicle being driven under this section;
- the vehicle is being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- **you** still have the insured **motorhome** and it has not been damaged beyond cost-effective repair.

What is not covered

- Loss or damage to the vehicle driven under Driving other vehicles 1(b).

2 Cover for other people

We will also provide the cover under Section 1a for:

- anyone allowed by your **certificate of motor insurance** to drive **your motorhome**, as long as they are driving **your motorhome** with your permission;
- anyone **you** allow to use but not drive **your motorhome**, for social, domestic or pleasure purposes;
- anyone who is in or getting into or out of **your motorhome**;
- **you** or **your** husband's or wife's or **civil partner's** employer or business partner, as long as the **motorhome** is not owned by or hired to that person and they are not using it for a purpose not permitted by the **certificate of motor insurance**; and
- the legal personal representative of any one covered under this section if that person dies.

3 Legal costs

If any person has an accident that is covered under this **policy**, we will pay:

- solicitors' fees to represent any insured person at a coroner's inquest, fatal accident inquiry or magistrates court, as long as we have agreed beforehand;
- up to £10,000 for reasonable legal services which we will arrange to defend that person against a charge of manslaughter or causing death by dangerous or reckless driving; and
- any other costs or expenses we agree to beforehand.

4 Emergency medical treatment

We will pay:

- for emergency treatment fees as set out in the Road Traffic Acts.

5 Our right to get back what we have paid

If, under the law of any country, we have to make a payment which we would not otherwise have paid under this policy, you must repay the amount of that payment.

Exceptions to Section 1

What is not covered

- We do not cover death or injury to anyone while they are working with or for the driver of the motorhome except as set out in road traffic law.
- We do not cover loss or damage to the motorhome, trailer or other property owned by, or in the care of, any person covered under this section.
- We do not cover liability for more than £20,000,000 for damages to property and £5,000,000 for legal expenses and costs for any claim or series of claims including any indirect loss or damage caused by one event.
- We do not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that we must provide cover under the Road Traffic Acts to provide insurance:

(a) Terrorism

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

- the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means; caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes
- (b) any action taken in controlling, preventing, suppressing or in any other way relating to (a) above.

In respect of (a) & (b) above, where we must provide cover under the Road Traffic Acts to provide insurance, the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person, for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

Section 2

Fire and Theft

What is covered

If **your motorhome** is lost or damaged as a result of theft, attempted theft, fire, lightning, or explosion, we will:

- pay to have the damage repaired; or
- pay a cash amount representing the cost of the damage.

We will decide how we settle **your** claim.

What is not covered

- Any amount more than the **market value** of the **motorhome** at the time of the loss (less the excess), unless cover is provided under Section 11 New Motorhome Cover.
- The excess shown in the **schedule**.
- Loss or damage to the **motorhome** where possession is gained by any form of deception or fraud.
- Losing money because **you** are deceived, or do not receive all the money **you** agree when **you** sell the **motorhome**.
- Loss or damage to **your motorhome** or caused to **your motorhome** by theft or attempted theft if **you** or anyone else has left it unlocked or with keys or keyless entry system in or on **your motorhome**, and/or any windows have not been closed.
- Any amount over £500 for loss or damage to permanently fitted audio, television, telephone and electronic navigation equipment. If the equipment forms part of the **motorhome** specification and was fitted by the manufacturer or the manufacturer's approved dealer when new, the amount of cover is unlimited.

Section 3

Windscreen damage

What is covered

We will pay:

- to replace or repair broken glass in the windscreen or windows of **your motorhome** or any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

Claims under this section will not affect your No Claim Discount.

The most we will pay

Up to £100 for each incident, unless the repair or replacement is carried out by our recommended glass specialist. We will not pay a sum greater than the **market value of your motorhome** at the time of the claim under Section 3 Windscreen damage or the amount **your motorhome** is insured for (less the excess), whichever is the lower figure.

What is not covered

- The excess shown in the schedule, unless the glass is repaired and not replaced.

Section 4

Damage to your Motorhome

What is covered

If **your motorhome** is lost or damaged, we will:

- pay to have the damage repaired; or
- pay a cash amount representing the damage.

We will decide how we settle your claim.

What is not covered

- Any amount more than the **market value of your motorhome** at the time of the loss (less the excess), unless cover is provided under Section 11 New Motorhome Cover.
- The excess shown in the schedule.
- Any amount over £500 for loss of or damage to permanently fitted audio, television, telephone and electronic navigation equipment. If the equipment forms part of the **motorhome** specification and was fitted by the manufacturer or the manufacturer's approved dealer when new, the amount of cover is unlimited.

Conditions which apply to Section 2 Fire and Theft, Section 3 Windscreen damage and Section 4 Damage to your Motorhome

1 Hire purchase, leasing and other agreements

If we know that the **motorhome** is owned by someone other than **you**, we will settle any claim, including the making of any payment, with the legal owner first, before making any payment to **you**.

2 Parts which are not available

If any part or accessory is not available, the most we will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus fitting costs).

3 Removal and delivery

If **your motorhome** cannot be driven as a result of loss or damage covered under this **policy**, we will pay the cost of taking it to the nearest suitable repairer. We will also pay the cost of delivering the **motorhome** to **you** at the address shown in the **schedule** after it has been repaired. We may ask **you** to put **your motorhome** in safe storage, which we will find for **you**, before it is repaired, sold or taken for scrap. We will pay the cost of this storage.

4 Repairs

If repairs to **your motorhome** are carried out by an **approved repairer**, no estimate is required and work can start immediately. Alternatively, **you** can arrange for reasonable and necessary repairs to be started at a repairer of **your** choice without **our** permission, provided that a detailed repair estimate and full details of the incident are notified to **us** before the work commences. We reserve the right to repair, reinstate or replace **your motorhome** or any part thereof, or its accessories or spare parts.

5 Total loss of your Motorhome

If **your motorhome** is considered to be a total loss (if the cost of repairs is greater than the **market value of your motorhome**) we will offer **you** an amount as compensation. This insurance for **your motorhome** will end when you accept that compensation and the **motorhome** will then become **our** property. All cover will end unless we agree differently. We will not refund any of **your** premium.

6 Non-manufacturer parts

If **your motorhome** is three years old or more, we may decide to repair it with parts which have not been made by the **motorhome's** manufacturer but are of a similar standard.

Exceptions which apply to Section 2 Fire and Theft, Section 3 Windscreen damage and Section 4 Damage to your Motorhome

What is not covered

- Loss or damage caused by wear and tear or loss of value.
- Any part of a repair or replacement which improves your motorhome beyond its condition before the loss or damage took place.
- Any mechanical, electrical or computer failure, breakdown or breakage.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- Deliberate damage caused by anyone insured under this policy.
- Loss of use or other loss that is not the direct result of the insured incident itself.
- Loss or damage to any trailer, caravan or motor vehicle, or their contents, being towed by your motorhome.
- Loss or damage to the motorhome if, at the time of the incident, it was being driven or used without your permission by someone in your family or who was living with you. This exception does not apply if the person driving is prosecuted for taking the motorhome without your permission.

Section 5

Extra cover

1 Personal Accident benefits

If you or your spouse or civil partner are accidentally injured while travelling in or getting into or out of any motor vehicle, and this injury alone results within three calendar months in:

- death;
- permanent loss of sight in one or both eyes; or
- loss of one or more limbs,

we will pay the injured person or their legal representatives £15,000.

The most we will pay is £15,000 in total for any one period of insurance.

2 Medical expenses

We will pay medical expenses of up to £500 for each person injured if your motorhome is in an accident.

3 Overnight accommodation and travelling expenses

Whilst you are away from home on holiday if your motorhome becomes uninhabitable following an accident or loss covered under Section 4 Damage to your Motorhome of this policy we will contribute up to £75 per night for:

- overnight accommodation expenses in the vicinity of the accident or loss up to a maximum of 15 nights; or
- a refund of the cost of standard class public transport for the driver and passengers from the vicinity of the accident to the occupant's home address.

NB: You will need to provide receipts in order to claim under this section and proof of a pre booked holiday.

What is not covered

- Any person, if at the time of an accident, you or your spouse or civil partner is convicted of driving under the influence of alcohol or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Any injury or death resulting from suicide or attempted suicide.

What is not covered

- The cost of meal's and or drinks.
- Any amount over £1125 for any one incident.

4 Clothing and personal belongings

We will pay up to a combined amount of £3,500 in respect of loss or damage to:

- personal belongings, equipment (excluding permanent fixtures and fittings) or baggage in your motorhome;
- portable generators and gas bottles;
- an awning or toilet tent attached to or in the vicinity of your motorhome and or other tent(s) attached or in the vicinity of your motorhome; caused by accidental means of fire, theft or attempted theft;
- portable televisions, radios, cassette, CD/DVD players in your motorhome.

NB: Awnings fitted by the manufacturer or dealer and permanently attached to your motorhome are covered under Sections 2 Fire and Theft & 4 Damage to your Motorhome and are not limited to £1,500.

What is not covered

The first £25 of each claim for loss or damage.

(This excess is the total amount you will be liable for under this section and is not subject to any other excess.)

Loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities or goods and samples carried in connection with any trade or business;
- property more specifically insured under any other policy; or
- any amount over £500 for any single item other than an awning, tent or toilet tent to which a combined limit of £1,500 applies.

Any amount over a total combined sum of £500 for portable televisions, radios, cassette, CD/DVD players, satellite receivers/decoders and satellite dishes.

Section 6

Territorial limits and using your Motorhome abroad

1 Territorial limits

This **policy** provides the cover described in **your schedule** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea journeys between these places.

It also provides the minimum cover **you** need by law to use **your motorhome** in:

- any country which is a member of the European Union; and
- any country where the United Kingdom have signed the Multilateral Agreement with those countries to provide the equivalent minimum Road Traffic Acts cover.

2 Policy cover abroad

In addition to this minimum cover, the **policy** provides the cover shown in the **schedule** in any country referred to above subject to:

- **your motorhome** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- use of **your motorhome** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 270 days in any one **period of cover**
- **Your motorhome** will also be covered while being carried by a recognised carrier
 - between any countries to which the insurance applies provided the journey does
 - not take longer than 65 hours under normal conditions.

3 Customs duty

If **you** have to pay customs duty on **your motorhome** in any of the countries shown in Section 6, sub section 2 'Policy cover abroad' because of loss or damage covered under the **policy**, we will pay these costs for **you**.

Section 7

No Claim Discount

If you do not claim during the **period of cover**, we will increase your no claim discount at your next renewal in line with the scale we apply at the time.

If you make a claim during the insurance year, the no claim discount you earned will be reduced in accordance with our scale.

(Devitt Insurance Services Limited can tell you what the current scale(s) is/are.)

The following will not affect your No Claim Discount:

- payments made under Section 3 Windscreen damage;
- payments for emergency treatment fees; and
- claims where you are not at fault, as long as we have got back all that we have paid from those who are responsible.

Section 8

No Claim Discount Protection

If you have paid to protect your no claim discount a reduction in the discount will not apply as a result of a claim under the **policy**, subject to the terms and conditions shown in the schedule.

Section 9

Replacement car following a claim

Following a claim under Section 4 Damage to your Motorhome, if **your motorhome** is repaired by **our approved repairer**, subject to availability they will provide you with a small courtesy car whilst **your motorhome** is being repaired. The replacement car is intended to keep you mobile during the course of repairs and is not intended to be a replacement for **your motorhome**.

Your policy will cover you to drive a replacement car supplied to you by an **approved repairer** following a claim under Section 4 Damage to your Motorhome. This cover extends to all persons named in **your certificate of motor insurance** and is restricted to the use Limitations and Exclusions shown in **your certificate of motor insurance**.

The cover provided in respect of a replacement car is subject to the **terms** described in **your policy** wording and schedule.

What is not covered

You will be responsible for the first £100 of any claim in respect of the replacement car under Section 4 Damage to your Motorhome of the policy.

Section 10

Caravan Club Events

We will insure **your motorhome** whilst being used for any motorhome or caravanning rally and any other event organised by The Caravan Club.

Section 11

New Motorhome Cover

If **your motorhome** is less than 24 months old and **you** have been the first and only registered keeper and legal owner, we will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the **policy** and the cost of repairing it will be more than 70% of the last United Kingdom list price as new (including taxes).

We can only do this if a replacement motorhome is available in the UK and anyone else who has an interest in the motorhome agrees.

If a suitable replacement motorhome is not available, we will settle the claim by one of the methods shown in Section 4 Damage to your Motorhome.

If we settle a claim under this section, the lost or damaged **motorhome** becomes **our** property.

Section 12

Loss of Excise Licence (tax disc)

If your motorhome becomes a total loss due to fire or theft, and you cannot recover any remaining period of your excise licence from the Licensing Authorities, we will include the remaining value of that excise licence in our offer of compensation.

Section 13

Motorhome Service and Parking Cover

Subject to the terms and conditions of this policy other than the limitations to use and driving restrictions we will provide cover whilst your motorhome is in the custody or control of:

- a motor garage or other similar business, which you do not own, which has your motorhome for the purpose of:
maintenance;
repair;
testing; or
servicing;
- a hotel, restaurant, car-parking service or similar business, which you do not own, where your motorhome has been parked for you.

We will pay the excess if the loss or damage happens while your motorhome is in the custody or control of organisations as described above.

Section 14

Replacement Locks

We will cover the cost of changing locks on your motorhome if the keys, lock transmitter or entry card for a keyless entry system are lost or stolen. The maximum we will pay for any one claim is £500.

What is not covered

The first £100 of any claim.

(This excess is the total amount you will be liable for under this Section and is not subject to any other excess.)

General Exceptions which apply to all Sections

You are not covered for any of the following

1 Who uses your Motorhome

Any injury, loss or damage which takes place while your motorhome is being:

- driven or used by anyone not allowed to drive, or used for any purpose not allowed by the certificate of motor insurance; or
- driven by someone who you are aware does not have a valid driving licence or is breaking the conditions of their driving licence.

This exception does not apply if your motorhome is:

- with a member of the motor trade for the purpose of maintenance or repair;
- stolen or taken away without your permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

2 Contracts

Any claim as a result of an agreement or contract unless you and we would have been responsible anyway.

3 Radioactivity

Any loss or damage to property or any other loss, damage, additional expense or liability, unless we provide cover elsewhere under this insurance, caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

4 War

Any loss or damage caused by war, invasion, revolution or a similar event unless we have to provide cover under the Road Traffic Acts.

5 Riot

Any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

This exception does not apply to Section 1 Liability to other people of this policy.

6 Earthquake

Any loss or damage caused by earthquakes and the results of earthquakes.

7 Use on airfields

Legal liability caused by using a motorhome on the part of any aerodrome, airport, airfield, or a military base where aircraft can go.

8 Pollution

Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of cover.

General Conditions which apply to all Sections

You must comply with following conditions to have the full protection of **your policy**.

If you do not comply with them we may at our option cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any claim payment, or we may declare your policy void (treating your policy as if it had never existed).

1 Your duty

We will only provide the cover set out in this **policy** if you keep to all the **Terms of the policy**.

2 Accidents and losses

You must tell us as soon as reasonably possible of any incident which may lead to a claim under this **policy**. If you receive any notice of prosecution, inquest or fatal accident enquiry or you are sent a claim form, claim or letter, you must send it to us, unanswered, as soon as possible.

3 Claims procedure

You must not admit liability for or negotiate to settle any claim without our written permission. We may take over, defend or settle any claim, or take up any claim in **your name** for **our own benefit**. You must give us all the information and help we need.

4 Other insurance

If you have other insurance which covers the same loss, damage or liability, we will not pay more than **our share of your claim**. This does not apply to the Personal Accident benefit (see Section 5 Extra cover 1. Personal Accident benefits).

5 Taking care of your Motorhome

You must:

- make sure **your motorhome** is roadworthy;
- take all reasonable steps to protect **your motorhome** and its contents from loss or damage; and
- allow us to examine **your motorhome** at any reasonable time if we ask you.

6 Motorhome sharing

Your policy covers you for carrying passengers for social or similar purposes in return for payment. But it does not cover you if:

- **your motorhome** is made or adapted to carry more than eight passengers;
- you are carrying the passengers as customers of a passenger-carrying business; or
- you are making a profit from the passengers' payments.

7 Important Notice-Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions you are asked when you take out, make changes to, and renew **your policy**.

You must tell **your insurance adviser** immediately to let us know about the following changes:

- A change to the people insured, or to be insured;
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured;
- Criminal convictions for any of the people insured, or to be insured;
- Any vehicle modifications;
- Any change affecting ownership of the vehicle;
- Any change in the way that the vehicle is used;
- If you change **your motorhome**;
- If you become aware of any medical or physical condition of any driver which may affect their ability to drive;
- If you change the address at which you normally keep **your motorhome**; or
- If you change jobs.

General Conditions which apply to all Sections continued

If the information provided by you is not complete and accurate:

- your insurer may cancel your policy and refuse to pay any claim, or
- your insurer may not pay any claim in full, or
- your insurer may revise the premium and/or change the compulsory excess, or
- your insurer may declare your policy void (treating your policy as if it had never existed), or
- the extent of the cover may be affected.

Where fraud is identified we will:

Not return any premium paid by you.

Pass details to fraud prevention and law enforcements agencies who may access and use this information.

8 Fraud

You or any person acting for you must not act in a fraudulent manner.

If you or anyone acting for you:

- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by your wilful act or with your connivance,

then we:

- will not pay the claim
- may at our option invoke the policy cancellation clause
- may recover from you the amount of any claim paid in relation to the incident
- will not make any return of premium
- may declare your policy void (treating your policy as if it had never existed), or
- may inform the police of the circumstances.

9 Suspending your cover

We will not permit you to suspend your cover.

10 How to make a Claim

You must report all accidents and losses as soon as possible.

You can call on 0345 604 4461 or write to **Devitt Insurance Services Limited**, Insurance Brokers, North House, St Edwards Way, Romford, Essex, RM1 3PP. Legal procedures now make it vital that you report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. Heavy financial fines may be imposed by the courts if these are not kept to. This may affect your insurer's ability to mount the best defence on your behalf. Delay can involve your insurer in higher costs which may go against your driving record. If the delay is extreme, we may refuse to cover you.

11 Data Protection Notice

Please refer to the Data Protection Notice provided by your insurer either in the Proposal Form / Statement of Fact or the schedule, which contains important information about the use of your personal details.

Please make sure that you read the Data Protection Notice carefully.

By taking out this insurance policy, you confirm that your personal information may be used in the way set out. As the terms of the Data Protection Notice will also apply to anyone else insured under your policy, you should also show the Data Protection Notice to anyone else whose name you give us in connection with your policy.

General Conditions which apply to all Sections continued

12 Cancelling your policy

After the 14 day statutory cooling-off period, you can still cancel this policy at any time. If you do so, you will be entitled to a refund of the premium paid, provided that no claim has occurred in the current period of insurance. This will be calculated in proportion to the period for which you received cover. In addition a cancellation charge will be made by Devitt Insurance Services Limited as outlined in their Terms of Business. To exercise your right to cancel, please contact Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP

A cancellation will only become effective from the date Devitt Insurance Services Limited receives the return of the current certificate of motor insurance, or a Statutory Declaration if you have lost the certificate of motor insurance.

Our rights to cancel your insurance

Your insurer or Devitt Insurance Services Limited may cancel this policy by sending 7 days notice to your last known address. The reason for cancellation will be clearly set out in the communication sent to you. Valid reasons include, but will not be limited to the following:

- you don't pay the premium or an instalment when Devitt Insurance Services Limited have notified you that the outstanding amount is required by a specific date;
- you or anyone else covered by this insurance hasn't met the terms and conditions in this document of motorhome insurance including those shown on your schedule;
- you have not provided the requested documentation, e.g. proof of no claim bonus entitlement or membership number;
- a change in your circumstances means that we can no longer provide cover;

- we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you're not entitled, see General conditions;
- you behave in a manner that makes it inappropriate for us or Devitt Insurance Services Limited to continue your insurance, e.g. if you harass or show abusive or threatening behaviour towards our staff;
- the circumstances of a new claim, or an incident we have become aware of means that we no longer wish to provide cover;
- as a result of a claim under this insurance you have not co-operated with our reasonable request for any documents and/or information;

The cancellation letter will be sent to your last known address and will confirm the reason for cancellation.

The insurance will end immediately the 7 days' notice runs out. But if you've just taken out the policy or renewed with us and the premium is unpaid, we'll cancel your insurance from the start/renewal date. In all cases you must return the certificate of motor insurance to Devitt Insurance Services Limited.

We will refund the balance of your premium that applies to the remaining period of cover unless fraud has been identified. If a refund is paid, a cancellation charge will be deducted from the refund.

If a claim has been made, we will cancel your cover but may not refund any premium. If you're paying by instalments, you must still pay Devitt Insurance Services Limited the balance of the full annual premium.

13 Parties to this contract

This contract is between you and us. No one else has any rights they can enforce under this contract except those they have under road traffic law.

How to make a complaint

Our aim at all times is that you are provided with a first-class standard of service. However, there may be occasions when you feel that this objective has not been achieved. Should you have any query or complaint regarding this insurance, please contact **Devitt Insurance Services Limited**.

Please always quote your reference number and/or policy number.

You should write to:

Customer Satisfaction Manager
Devitt Insurance Services Limited
North House
St Edwards Way
Romford
Essex
RM1 3PP

Telephone No. 0345 300 4290

If after taking this course of action you are still dissatisfied, once you have had either a final response letter regarding your complaint or it is eight weeks since you raised your complaint (whichever is sooner), you then have the right of referral to the Financial Ombudsman Service (FOS)

The address and telephone number is as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone No. 0300 123 9 123 or 0800 023 4567

Email:

complaint.info@financial-ombudsman.org.uk

If your complaint is about your insurer, as denoted on the policy schedule, **Devitt Insurance Services Limited** will advise you how to contact them.

a) If your insurer is not a member of Lloyd's and you have received either a final response letter from your insurer regarding your complaint or it is eight weeks since you raised your complaint (whichever is sooner) and you

remain dissatisfied, short of court action, you may approach the Financial Ombudsman Service (FOS) for assistance at the address previously shown.

b) If your insurer is a member of Lloyd's and you have either received a final response letter from your insurer regarding your complaint or it is two weeks since you raised your complaint (whichever is sooner) and you remain dissatisfied, you may refer your complaint to:

Complaints Department
Lloyd's, Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: 020 7327 5693

Fax: 020 7327 5225

Email complaints@lloyds.com

If you are not satisfied with how the complaints department at Lloyd's deals with your complaint and you have had either a final response letter regarding your complaint or it is six weeks since you raised your complaint (whichever is sooner), you then have the right of referral to the Financial Ombudsman Service (FOS) at the address previously shown.

Regardless of whether your complaint was referred to **Devitt Insurance Services Limited** or your insurer, once you have had either a final response letter regarding your complaint or it is eight weeks since you raised your complaint (whichever is sooner) and you are still not satisfied, you then have the right of referral to the Financial Ombudsman Service (FOS) as detailed above.

Whilst your insurer and **Devitt Insurance Services Limited** are bound by the decision of the Financial Ombudsman Service, you are not.

Following the complaints procedure does not affect your right to take legal action.

Regulation and Compensation

Your insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Devitt Insurance Services Limited** is authorised and regulated by the Financial Conduct Authority. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/firms/systems-reporting/register> or by contacting the FCA on 0800 111 6768.

Under the Financial Services Compensation Scheme (FSCS), should a company be unable to meet all its liabilities to policyholders and customers, compensation may be available, depending on the type of insurance and the circumstances of the claim.

Your insurer/underwriter and **Devitt Insurance Services Limited** are members of the FSCS.

Further information can be obtained on request, by visiting the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

Notes

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Customer Service

Weekdays 8:30am – 6pm,
Saturdays 9am – 1pm

0345 300 4290

Claims

0345 604 4461

Glass repair & replacement

Please refer to your Certificate
of Motor Insurance or
Schedule for details

Calls may be recorded.

Caravan Club Motor Car Insurance is arranged by Devitt Insurance Services Limited, Insurance Brokers, authorised and regulated by the Financial Conduct Authority. Registered Office: North House, St Edwards Way, Romford, Essex RM1 3PP. Registered in England No: 2438974.