



Trailer Tent, Folding Caravan and Camping Equipment Insurance Policy

All correspondence, enquiries or claims arising under this policy should be addressed to:

**Towergate Bakers**

Park Home and Caravan Insurance Specialists  
The Quadrangle  
Imperial Square  
Cheltenham  
GL50 1PZ

Tel: 01242 528844

Fax: 01242 253990

# Contents

<b>How to use your Policy. Your Cancellation Rights</b>	4
<b>Our Commitment to Service – If you have a complaint</b>	5-6
<b>Definitions</b>	7
<b>Contract of Insurance and Law Applicable</b>	8
<b>Section A</b> Damage, Extensions of Cover, Exclusions Basis of Claims Settlements	9-11
<b>Section B</b> Legal Liability	12-13
<b>Section C</b> Continental Use	14-16
<b>Section D</b> Caravanners' Legal Protection Insurance	17-25
<b>General Conditions, Claims Procedure, Cancellation</b>	26-27
<b>General Exclusions</b>	28

# How to use your Policy

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

Towergate Bakers is pleased to welcome **you** as a policyholder. The policy booklet gives details of all the cover available, the schedule which is enclosed makes the document particular to **you** and shows which sections of the policy apply to **you** and also the amount of cover provided. **You** will not be covered under any section that has not been requested and paid for by **you**. However, **you** may apply to alter your cover at any time in the light of changing circumstances.

**You** should read this document carefully and keep it in a safe place. If **you** are unsure on any point **you** should contact Towergate Bakers immediately. If **you** have a complaint please refer to page 3.

## **Your Cancellation Rights**

**You** have the right to cancel **your** policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **you** receive **your** policy documentation.

If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to do so, and if the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy.

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

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the terms of the policy and **you** will be required to pay the premium as stated

# Our Commitment to Service – if you have a complaint

## Complaints

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

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

Towergate Bakers take all complaints received seriously and will handle any complaint promptly and fairly. If **you** make a complaint, Towergate Bakers will acknowledge it promptly, explain how it will be handled, tell **you** what **you** need to do and tell **you** how **your** complaint is progressing.

Towergate Bakers will record and analyse **your** comments to make sure you are offered a continually improved service.

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

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

If **you** are not happy with the outcome of **your** complaint, a review of the matter will then be carried out at a senior level and a final decision given. **You** may be eligible to refer it to:

The Financial Ombudsman Service (FOS),  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR.

Helpline telephone: 0845 080 1800  
Switchboard: 020 7964 1000

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it.

# Financial Services Compensation Scheme

Towergate Bakers and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on 0800 678 1100.

# Definitions

Certain words have special meanings which apply wherever they appear in sections A, B and C of this policy or your schedule. To help you identify these words they always appear in bold type in the policy.

- 1 We/Us/Our**  
A consortium of leading UK insurers whose proportionate liability is detailed in the policy schedule.
- 2 You/Your**  
The person(s) named on the Schedule including your family normally residing with you.
- 3 Excess**  
The first part of any agreed claim which must be paid by you and which will be deducted from the total amount of the claim settlement.
- 4 Money**  
Current bank currency notes and coins, cheques, postal and money orders, premium bonds, savings stamps and certificates, current postage stamps, travel tickets, gift tokens, luncheon vouchers, traveller's cheques used or held solely for private social and domestic purposes.
- 5 Valuables**  
Items of gold, silver and other precious metal, precious stone, jewellery, watches, furs, pictures, curios, other works of art, cameras, camera lenses, camcorders, hearing aids, spectacles, binoculars, telescopes, microscopes, musical instruments, collection of coins, stamps or medals, radios, sports equipment and specialised sports clothing or articles of brittle or fragile nature (excluding camping equipment).
- 6 Endorsements**  
An agreed change in the terms of the policy.
- 7 British Isles**  
England, Scotland, Wales, Northern Ireland, Isle of Man and Channel Islands.

# Contract of Insurance and Law Applicable

This Document details the terms of the contract of insurance between **you**, the insured and **us**.

This contract is made up of the signed proposal form and declaration, this policy booklet and any document issued by us or Towergate Bakers to confirm any amendments to the details in the proposal form and declaration, all of which must be read together as one document. For the Contract to be valid, all the information **you** have given us must be true and complete.

We agree to indemnify **you** subject to the terms, conditions, exceptions and **Endorsements** of this policy for any period of insurance for which **we** have accepted **your** premium.

The law of England and Wales will apply to this policy unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that country will apply.

**Note: The Insurance provided by this policy shall not be operative until your proposal has been accepted and cover has been issued by our authorised official.**



Section A

# Damage to Trailer Tents, Folding Caravans and Camping Equipment

## Cover

We will indemnify you against loss or destruction of or damage to:

- a) Trailer Tents and/or Folding Caravans
- b) Camping Equipment
- c) Luggage Trailer whilst parked on a recognised Camping Site
- d) Personal Luggage and Effects normally used while camping

Occurring within the **British Isles** and up to 90 days elsewhere in Europe during any one period of insurance including transit by sea or hovercraft between ports in Europe by a recognised carrier and the process of loading and unloading.

## Extensions of Cover

### 1) Loss of Use

Provided **you** are using the trailer tent and/or folding caravan and/or camping equipment away from **your** normal residence for the purpose of a camping holiday, **we** will indemnify **you** for the costs incurred in hiring another trailer tent or folding caravan or tent or living in a hotel if the insured equipment is destroyed or rendered unusable or uninhabitable for more than 24 hours by an insured event up to £15 per day, for a period of not more than 10 days any one occurrence.

### 2) Extended use in Europe

Subject to prior notification being given by **you** to Towergate Bakers, that it is intended to take the Insured property to Europe for more than 90 days in any 12 months covered by this Insurance and payment of a suitable additional premium the policy is extended for the agreed period to cover **you** whilst in Europe including transit by sea or hovercraft between any ports in Europe by a recognised carrier and the process of loading and unloading.

# Trailer Tents, Folding Caravans and Camping Equipment – Continued

## Excluding

- i) the first £50 of each and every claim;
- ii) loss or damage caused by wear and tear, depreciation, vermin, insects, domestic pets, mildew or fungus, mechanical or electrical breakdown or derangement, any process of washing, cleaning, repair or restoration, waterproofing, the action of light, rotting, staining, atmospheric or climate conditions, frost or any gradually operating cause;
- iii) damage to tyres by punctures, cuts, bursts or by application of brakes;
- iv) any claim arising from the sinking or stranding of canoes;
- v) delay, detention, confiscation, requisition or damage by customs or other officials or by order or any Government of public authority;
- vi) consequential loss of any kind or loss of use except as provided herein;
- vii) any claim arising in respect of property insured hereunder which has been left unattended for more than 24 hours (and in respect of a trailer tent or folding caravan left unlocked) on a site where a permanent warden is not engaged;
- viii) loss of or damage to personal luggage or effects unless such loss or damage occurs whilst **you** are camping away from **your** normal residence or whilst contained in the towing vehicle unless that vehicle is closed and locked whilst left unattended and there is visible evidence of forcible and violent entry to the vehicle;
- ix) loss of or damage to **Money**, credit cards, cash, bankers, cashpoint or cheque cards, documents or securities;
- x) damage to **Valuables** (unless caused by fire or an accident to the means of conveyance in which the property is being transported);
- xi) loss of or damage to property held solely for business or professional purposes, televisions, contact lenses, dentures, car accessories and spares, tools, tool kits and boats or dinghies and pedal cycles and any equipment or accessories relating thereto;
- xii) loss or damage to any article or goods on roof racks a) by weather conditions resulting from failure to protect the items b) by theft or malicious persons whilst the vehicle is unattended.

## Basis of Claims

In the event of loss, destruction or damage to the Settlements Insured property, **we** will indemnify **you** up to the Sum Insured declared on the proposal form completed unless amended by any document issued by us or Towergate Bakers to confirm any amendment to the sum insured declared on the proposal form for the cost of replacement or repair LESS:

- a) a deduction for any wear, tear and depreciation or betterment
- b) any **excess** in this policy and **Endorsements**.

**New Trailer Tent/ Folding Caravan Replacement**

If the Trailer Tent/Folding Caravan is **Damaged** beyond economic repair within twelve months of its purchase as new **we** will pay the cost of replacing it with a new one of similar make and model subject to availability and subject to the limit of the **Sum Insured** shown in the **Schedule**.

**Our** liability in respect of loss of or damage to **Valuables** shall be limited to a maximum of £50 an article. (A camera with all accessories shall be considered as one article.)

- Note:
- 1) The Sum Insured will be automatically reinstated from the date of notification of any claim
  - 2) If following a total loss further insurance is required for replacement property then **you** must advise us accordingly
  - 3) If at the time of any loss the value of the property insured under this policy exceeds the sum insured **you** shall bear a rateable proportion of any such loss accordingly.

# Legal Liability

**We** will indemnify you against all sums which **you** become legally liable to pay arising out of the ownership or use of the property insured in respect of:

- a) accidental bodily injury (including death or disease) to any person
- b) accidental loss or destruction of or damage to property.

## **Indemnity to Other Persons**

**We** will also indemnify any person using the property insured hereunder with **your** permission provided that such person is not entitled to indemnity under any other policy of insurance and that such person shall be subject to the terms, exclusions and conditions of this policy as if they were **you**.

## **Exclusions**

**We** will not be liable for accidental bodily injury, death or disease, loss, destruction or damage:

- arising out of the employment of any person by **you**;
- arising from loss of or damage to property owned or occupied by **you** or in **your** custody or control;
- arising while the trailer tent or folding caravan is attached to or being towed by a mechanically propelled vehicle;
- arising from the use of any trailer tent or folding caravan as a permanent dwelling;
- arising from the pursuit by **you** of **your** trade business or profession or employment or arising out of the ownership or occupation (other than on a temporary basis) of any land or building;
- for which liability attached by virtue of an agreement but which would not have attached in the absence of such an agreement;
- in respect of which indemnity is provided by any other insurance
- arising out of the ownership, possession or operation of:
  - a) any mechanically propelled or horse drawn vehicle
  - b) any aircraft or watercraft other than manually operated rowing boats, punts or canoes.

**Limit of Indemnity**

Our liability in respect of any one accident or series of accidents arising out of any one occurrence or series of occurrences consequent upon or attributable to any one original cause shall not exceed £1,000,000 plus legal costs and expenses recoverable by any claimant and all other cost and expenses incurred with our written consent.

In the event of **your** death, or the death of any other person entitled to indemnity under this Section, **we** will indemnify their legal personal representatives in respect of liability incurred by them.

# Continental Use

## Emergency Assistance

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

This section applies for up to 90 days in any one period of insurance and is automatically extended if You pay an additional premium to extend the 90 days period of European use.

If **Your** Trailer Tent and/or Folding Caravan is disabled as a result of an accident covered under Section A of **Your** Policy whilst being towed.

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

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

This facility may also be provided:

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

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

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

Accident assistance will not cover:

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

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

## Continental Use – Continued

### Telephone Numbers

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

Calls from the Republic of Ireland 01800 535 005

Calls from France and Monaco 0800 290112

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

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

### Access Codes

**7 omit 33** Andorra

**00** Austria, Belgium, \*Bulgaria, \*Croatia, Czech Republic, Denmark, Finland, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Malta, \*Morocco, Netherlands, Norway, Poland, Portugal, \*Romania, San Marino, Slovakia, Sweden, Switzerland, \*Tunisia, \*Turkey, Vatican City

**07** Spain

**99** \*Slovenia (availability of service is subject to prevailing conditions)

**\*Israel** No number

**Iceland** No number

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

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

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

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

### Import Duty

**We** will indemnify **You** against liability for enforced payment of customs duty following temporary importation of the Trailer Tent and/or Folding Caravan if **You** are unable to return the Trailer Tent and/or Folding Caravan to the United Kingdom because of Damage covered by Section A of this Policy.



Section D

# Caravanners' Legal Protection Insurance

Incorporating:

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

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

## Welcome to DAS Caravanners' Legal Protection Insurance

If you are involved in an accident we are here to help you 365 days a year.

To make sure that you get the most from your DAS Caravanners' Legal Protection Insurance, please take time to read this section which explains the contract between you and us. If you have any questions or would like more information, please contact Towergate Bakers on 01242 528 844.

It will help you if you keep the following points in mind:

### **After an accident**

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can, either by giving it to Towergate Bakers or sending it to us.

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

### **Replacement caravan hire**

If the accident was entirely the other person's fault, and your caravan cannot be used, we can usually arrange for you to have a replacement caravan until your caravan can be repaired.

**How we help you if you have uninsured losses**

Once we have accepted your claim, we aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing your caravan, your insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover your uninsured losses through our Claims Department but sometimes we use appointed solicitors. Claims outside the UK may be dealt with by our Group offices elsewhere in Europe.

For claims over £300 where the driver at fault cannot be traced or does not have valid motor insurance, we will notify the Motor Insurers' Bureau which may be able to help.

**In the event of a claim**, contact Towergate Bakers who arranged this cover for you, at:

The Quadrangle, Imperial Square

Cheltenham GL50 1PZ

Tel: 01242 528 844

You will only be able to obtain a caravan for hire if you are able to provide them with the following information:

- full details of the accident
- the name, address and policy or cover note number of the person responsible for the accident.

Replacement caravans can only be arranged if we are satisfied that the accident was entirely the other person's fault.

If, for any reason, a replacement caravan cannot be supplied, you have the option to borrow or hire a caravan elsewhere. However, this is done at your own risk, although we will make every effort to recover these costs for you and some of the costs may be recoverable against section A of this policy.

**If you need any other help from us**

You can phone us at any time on 0117 934 2070 for legal advice on any personal legal or tax problem.

**When we cannot help**

We will not be able to help you if we think there is little chance of recovering your uninsured losses. Please do not ask for help from a solicitor or hire a caravan before we have agreed. If you do, we will not pay the costs involved.

We will not pay costs in excess of £250 incurred in the tracing of any person.

Claims against a pedestrian or the owner, keeper, controller or driver of any animal will only be accepted at our discretion.

## Problems

We will always try to give you a quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address shown below. Or you can phone us on 0117 934 0066 or email us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of our internal complaint handling procedures are available on request.

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

Our Head and Registered Office is:

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

Registered in England & Wales, number 103274.

Das Legal Expenses Insurance Company Ltd is authorised and regulated by the Financial Services Authority

This is **your** DAS Caravanners' Legal Protection Insurance

This section only covers **you** if **you** have paid your premium. **We** agree to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as:

- the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- in civil claims it is always more likely than not an **insured person** will recover damages (or other legal remedy) or make a successful defence.

## The meaning of words in this section

### **We, us, our**

DAS Legal Expenses Insurance Company Limited.

### **You, your**

The person or organisation, permanently living or based in the United Kingdom, Channel Islands or Isle of Man, who has taken out this section.

### **Insured person**

**You**, and any other person who is in or on the **insured caravan** with **your** permission. Anyone claiming under this section must have **your** agreement to claim.

### **Insured caravan**

The caravan or Motor caravan which **you** have paid the premium for and any other caravan or Motor caravan borrowed or hired by **you**. Losses suffered by the owner of such a borrowed or hired caravan are not normally covered.

### **Appointed lawyer**

The lawyer, or other suitably qualified person, who has been appointed to act for an **insured person** under Condition 2 of this policy.

### **Legal costs**

All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with **our** agreement.

### **Caravan hire costs**

The cost of hiring a replacement caravan for one continuous period.

### **Territorial limit**

#### **For legal costs:**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

#### **For caravan hire costs:**

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

### **Period of insurance**

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

## Insured Incidents we will cover

### 1 We will negotiate for the following:

#### (a) Uninsured loss recovery

To recover an **insured person's** uninsured losses and costs after an event which:

- causes damage to the **insured caravan** or to personal property in it; or
- injures or kills an **insured person** while he or she is in or on the **insured caravan**.

#### (b) Dispute with your insurer

**Your** legal rights in a dispute with **your** insurer if they refuse to provide indemnity under a policy covering an **insured caravan**.

For these **insured incidents we** will help in appealing or defending an appeal as long as the **insured person** tells **us**, within the time limits allowed, that he or she wants **us** to appeal. Before **we** pay any **legal costs** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed lawyer** is used, **we** will pay the **legal costs** for this.

### 2 Replacement caravan hire

If **you** are unable to use **your** caravan as a result of an accident within the United Kingdom and need a replacement caravan, **we** will arrange for a replacement caravan from an approved caravan hire operator, as long as:

- the **insured caravan** cannot be used;
- the accident was entirely the other person's fault;
- the **insured person** follows the caravan hire operator's conditions of hire;
- all information provided in respect of the person responsible for the accident is accurate and includes name, address, vehicle registration number and motor insurer's name and address, reference number and full details of the accident.
- **you** contact Towergate Bakers on 01242 528 844 or, if out of office hours 08705 327 857, quoting Towergate Bakers.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

## What you are not covered for:

- 1 Any claim reported to **us** more than 180 days after the date an **insured person** should have known about the **insured incident**.
- 2 Any **legal costs** and **caravan hire costs** that are incurred before **we** agree to pay them.
- 3 Any claim relating to a contract (other than an insurance contract) involving the **insured caravan**.
- 4 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- 5 The **insured caravan** being towed by anyone who does not have valid motor insurance.
- 6 Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 7 Any disagreement with **us** that is not in Condition 7.
- 8 Any legal action an **insured person** takes which **we** or the **appointed lawyer** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed lawyer**.
- 9 **Caravan hire costs** if an **insured person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or when an **insured person** makes his or her own arrangements for caravan hire after an insured incident.
- 10 Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance
- 11 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

## Conditions

- 1 An **insured person** must:
  - (a) Keep to the terms and conditions of this section.
  - (b) Take reasonable steps to keep any amount **we** have to pay as low as possible.
  - (c) Try to prevent anything happening that may cause a claim.
  - (d) Send everything **we** ask for, in writing.
  - (e) Give **us** full details of any claim as soon as possible and give **us** any information we need.
- 2
  - a) **We** can take over and conduct, in the name of an **insured person**, any claim or legal proceedings at any time before an **appointed lawyer** is appointed.

**We** can negotiate any claim on behalf of an **insured person**.
  - (b) The **insured person** is free to choose a lawyer (by sending **us** a suitably qualified person's name and address) if:
    - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the **insured person's** interests in those proceedings;  
or
    - (ii) there is a conflict of interest
  - (c) Before an **insured person** chooses a lawyer, **we** can appoint an **appointed lawyer**.
  - (d) An **appointed lawyer** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed lawyer** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **appointed lawyer**.
  - (f) An **insured person** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up-to-date with the progress of the claim.
  - (g) An **insured person** must give the **appointed lawyer** any instructions that **we** ask for.
- 3
  - (a) An **insured person** must tell **us** if anyone offers to settle a claim.
  - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
  - (c) An **insured person** must not negotiate or agree to settle a claim without **our** approval.
  - (d) **We** may decide to pay an **insured person** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
- 4
  - (a) If **we** ask, an **insured person** must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited.

- (b) An **insured person** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 5 If an **appointed lawyer** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
- 6 If an **insured person** stops a claim without **our** agreement, or does not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help.
- 8 **We** can cancel this section at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 14 days beforehand.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
- 10 The following conditions apply to any claim for caravan hire costs:
- (a) An **insured person** must agree to **our** trying to recover any **caravan hire costs** in his or her name and any costs recovered must be paid to **us**.
- (b) **We** will choose the caravan hire company and the type of caravan to be hired.
- (c) **We** will decide how long a caravan can be hired for.
- (d) An **insured person** must meet the age and licensing rules of the caravan hire company **we** choose and must follow any conditions of hire.
- 11 This section will be governed by English law.

# Helpline Services

**We** provide these services 24 hours a day, seven days a week during the **period of insurance**. All Helplines apply to the United Kingdom unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls, other than for the Counselling service.

When phoning, please quote **your** reference number **TS0/5000190**. Please do not phone **us** to report a general insurance claim.

## **Eurolaw Personal Legal and Tax Advice Service**

**We** will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway, or UK personal tax problem.

## **Health and Medical Information Service.**

**We** will give an **insured person** information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists.

**To obtain assistance from one of the helpline services listed above phone 0117 934 2070.**

## **Counselling**

**We** will provide an **insured person** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

**To contact the counselling helpline phone 0117 934 2121.**

**We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.**

**Please quote No: TS0/5000190.**

# General Conditions

## 1. Misrepresentation

If any misrepresentation or concealment shall be made by **you** on behalf of the Insured in obtaining this policy or in support of any claim thereunder, this policy shall be void and the premium forfeited.

## 2. Observance of Policy Terms

**Our** liability is conditional on **you** or any person claiming indemnity observing the terms and conditions of the policy.

## 3. Precautions

**You** shall take all reasonable steps to safeguard against accident, injury, loss or damage and to maintain in efficient condition and in a good and substantial state of repair any property insured by this policy.

## 4. Claims Procedure

**You** shall as soon as possible give notice to **us** in writing of any loss, damage, accident or occurrence likely to give rise to a claim under this policy and shall at all times provide without expense to **us** all proofs, certificates, evidence, assistance or information which **we** may reasonably require.

**You** must notify the Police as soon as is reasonably possible in the event of any loss or damage by theft, attempted theft, malicious persons or vandals (and if abroad a police report or statement must be obtained) and **you** must take all practicable steps to discover any guilty person and to trace and recover the property lost.

**You** and any other person claiming indemnity under this policy shall immediately forward to us every letter, claim, writ, summons or process or other document received in connection with any claim against you or other such person.

You and any other such person claiming indemnity under this policy shall make no admission of liability or promise of payment without written consent.

## 5. Abandonment

No property may be abandoned to **us**.

## 6. Subrogation

**We** shall be entitled to take over and deal with in your **name** the defence or settlement of any claim at our discretion and to take proceedings at **our** expense to recover for **our** benefit the amount of any payment made under this policy.

## General Conditions – Continued

### 7. Fraud

If **you** shall make a claim under this policy knowing the claim to be false or fraudulent in any respect, the policy shall become void and all claims under it shall be forfeit.

### 8. Other Insurances

If any loss, destruction, damage or liability insured by this policy is covered by any other insurance **we** shall pay only our rateable proportion.

### 9. Cancellation

**We** may cancel this policy by sending seven days' notice by registered letter or recorded delivery to **your** last known address and **you** shall be entitled to a pro-rata return of the premium.

If **you** cancel the policy short period rates will apply to any mid term cancellation, other than for reasons of sale of property or death of insured.

The rates are:

Up to 2 months from inception or renewal:	25% of annual premium
Up to 3 months from inception or renewal:	35% of annual premium
Up to 4 months from inception or renewal:	40% of annual premium
Up to 5 months from inception or renewal:	50% of annual premium
Up to 6 months from inception or renewal:	60% of annual premium
Up to 7 months from inception or renewal:	65% of annual premium
Up to 8 months from inception or renewal:	75% of annual premium
After 8 months from inception or renewal:	Nil return.

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

### 10. Arbitration

Where a claim has been accepted under this policy, but the amount to be paid is in dispute the matter shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in force.

When any difference is referred to arbitration an award must be made by the arbitrator before legal proceedings can be commenced against **us**.

# General Exclusions

1. This policy does not insure loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. This policy does not insure
  - loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
  - any legal liability of whatsoever nature;
  - any bodily injury;directly or indirectly caused by or contributed to or arising from:
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - iii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
3. This policy does not cover loss, destruction or damage to property, consequential loss or legal liability directly or indirectly caused by, or contributed to, or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as its true calendar date. Any subsequent loss, destruction or damage which is otherwise covered by the policy is nevertheless insured.

**Towergate Bakers** is a trading name of Towergate Underwriting Group Limited.  
Registered in England No. 4043759.  
Registered Address: Towergate House, Eclipse Park, Sittingbourne Road,  
Maidstone, Kent, ME14 3EN  
Authorised and regulated by the Financial Services Authority.

DAS is a member of the Association of British Insurers and  
is authorised and regulated by the Financial Services Authority.

4909/073/PW/08.10/11488

