

Important: Please read and keep it safe

Discover Insurance Policy

COMFORT[®]
INSURANCE

Motor Claims Helpline from Comfort Insurance

Important

Please report all accidents to **us** immediately so **we** can tell **you** what to do next and help resolve any claim. For calls within the UK: **0800 028 0038** or for calls from the rest of Europe: **+44 1603 603 744**.

24 hour assistance, 365 days a year:

- Following an accident/emergency
- To make a claim
- For glass breakage/damage

Vehicle Breakdown

- For calls within the UK: **0800 197 1052**
- For calls from the rest of Europe: **+44 1234 798 151**
24 hour assistance, 365 days a year

contents

	Page
Welcome to Comfort Insurance	2
Important Information about who is covered to drive	2
How to Claim	3
The Contract of Insurance and Information and changes we need to know about	4
Useful information about your policy	5
Definitions	6–7
Section I Loss of or damage to the motorhome	8–10
Section II Your liability	11–12
Section III Ancillary equipment	13
Section IV Payments made under compulsory insurance regulations and rights of recovery	13
Section V Emergency treatment	14
Section VI Replacement locks	14
Section VII Continental use	14
Section VIII Personalised registrations	15
Section IX Continental accident recovery	16–17
Section X Comfort legal protection	18–20
Section XI Vehicle recovery in the event of illness	21
Section XII Vehicle breakdown	22–27
General Exclusions	28–29
General Conditions	30–32
Complaints Procedure	33

welcome



Welcome to Comfort Short Period Rental Insurance. This policy forms part of your legal contract with us and defines exactly what you are covered against. Please refer to the policy schedule for confirmation of the level of cover you have chosen.

Important information – who is covered to drive.

This Policy operates only for the duration of any **rental period**.

Policy cover shall only operate when the **motorhome** is being driven by or is in the charge of a person who:

- a. is the **renter** or any other person named on the **rental agreement** or **handover document** as having permission to drive the **motorhome** provided that they are named on the **certificate of motor insurance**;
- b. has not
 - (i) been refused motor insurance or
 - (ii) had an insurance policy cancelled or
 - (iii) had special conditions imposed or increased premiums asked by reason of claims experience;
- c. is not a person described in the schedule of drivers not insured.

Schedule of drivers not insured

- Provisional licence holders.
- Drivers who have held a full driving licence for less than 12 months for the class of vehicle being hired.
- Drivers aged 24 or under.
- Professional sportspersons.
- Members of the entertainment profession.
- Models.
- Itinerant workers.
- Accidents – drivers involved in more than three accidents in the last three years.
- Thefts – drivers with a theft claim in the last three years.
- Motor convictions – drivers with any of the following convictions on their licences: UT50, CD40, CD50, CD60, CD70, CD71, DD40, DD60, DD80, DR10, DR20, DR30, DR31, DR40, DR50, DR60, DR61, DR70, DR80 or DR90.
- Disqualifications – drivers who in the last three years have been disqualified for a period exceeding six months and drivers who during the past year have been disqualified for a period exceeding three months.
- Any person not named on
 - (i) the **rental agreement** or the **handover document** and
 - (ii) the **certificate of motor insurance**
- the **motorhome owner**.

Comfortline

0800 028 0038

As a Comfort Insurance customer **you** have access to Comfortline – a number offering help and assistance in the United Kingdom, the Channel Islands and the Isle of Man and operating 24 hours a day, 365 days of the year.

If the **motorhome** is involved in an accident or loss whilst abroad, **you** should contact the helpline on **+44 1603 603 744**

The **motorhome owner** may also contact **us** direct provided that **you** have granted them permission and instructed **us** to deal with them. However, the **motorhome owner** does not have any direct rights under this policy which is a legal contract between **you** and **us**.

How to claim

If **you** wish to make a claim, phone Comfortline and an Incident Manager will record details of the incident and will be able to confirm:

- Whether **your** policy covers **you** for the incident
- Any **excess** that **you** will have to pay
- All the steps involved in the process of making a claim

If the **motorhome** is involved in an accident, phone Comfortline and if the incident is covered **we** will arrange for:

- The **motorhome** to be recovered
- **Your** Incident Manager to talk **you** through the claims process

Important

When telephoning Comfortline please have the **motorhome** vehicle registration number and **your** policy number ready. **We** may ask **you** to provide a copy of the **rental agreement** or **handover document**. This will enable the Incident Manager to find **your** policy records quickly and provide the level of service **you** expect.

For our joint protection, calls may be recorded and/or monitored.

If **you** need to make a claim under the vehicle breakdown section of the policy please see section XII for contact details.

The Contract of Insurance and Information and changes we need to know about

Contract of Insurance

This policy is a contract of insurance between **you** the **policyholder** and **us**. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all persons insured are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- policy booklet
- information contained on **your** application and/or statement of fact document
- **policy schedule**
- any **clauses** endorsed on this policy, as set out in the **policy schedule**
- **certificate of motor insurance**
- the information under the heading "Important Information" which **we** provide to **you** when **you** take out **your** policy.

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

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

Information and changes we need to know about

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

Please tell Comfort Insurance immediately to let **us** know if there are any changes to the information set out in the **certificate of motor insurance** or on the **policy schedule**. **You** must also tell Comfort Insurance 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 change in the way that the **motorhome** is used.

If **you** are in any doubt, please contact Comfort Insurance on **0208 984 0777**.

When **we** are notified of a change, **we** will tell Comfort Insurance 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
- the extent of the cover may be affected.

Useful information about your policy

Your Cancellation Rights

You are entitled to cancel **your** policy at any time. Provided there have been no claims or incidents likely to give rise to a claim, **you** will be entitled to a refund of unused premium. If **you** cancel the policy before cover has commenced **you** will be entitled to a full refund of premium. If **you** cancel the policy after cover has commenced **you** will be entitled to a pro rata return of premium. Cover for days or part days which have already commenced will not be refundable.

To cancel **your** policy, please contact Comfort Insurance by emailing info@comfort-insurance.co.uk

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

Choice of Law

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

- 1) at the date of the contract **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply; or
- 2) **you** and **we** agree otherwise.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex, RM9 6UR or Telephone **020 8984 0777**.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Use of Language

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

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03, 020 & +44 1603 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

definitions

Wherever the following words or phrases appear in **bold** in this policy they will have the meaning described below. Any additional definitions are shown in the section to which they apply.

Accessories

Parts of the **motorhome** which are not directly related to how it works as a vehicle. This includes audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to the **motorhome** and have no independent power source.

Ancillary Equipment

Any free standing awning whilst attached to the **motorhome**, safari rooms and general camping equipment.

Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use the **motorhome** on a road or other public place. It shows who can drive the **motorhome**, and what it can be used for. The certificate of motor insurance does not show the cover provided.

Clause

Any additional or alternative wording which, when applied to **your** policy, changes its terms. These are shown on the **policy schedule**.

Excess

The amount **you** must pay towards any claim, as shown on the **policy schedule**.

Fire

Fire, self-ignition, lightning or explosion (including gas explosion).

Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

Handover Document

A document required when the **motorhome** is lent to the **renter** without payment being required. The document is a written agreement between the **motorhome owner** and the **renter**, permitting use of the **motorhome** by the **renter** and any named permitted driver for the **rental period**, and as signed by the **motorhome owner** and the **renter** in advance of the **rental period**.

The **handover document** must identify:

- the **motorhome** by registration number;
- the name and address of the **renter**;
- the name and address of each permitted driver (who must also be named on the **certificate of motor insurance**);
- the **rental period**;
- the name and address of the **motorhome owner**; and
- the pre **rental period** condition of roadworthiness of the **motorhome**.

Hazardous locations

- Power Stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Rail trackside
- Any other rail property to which the public do not have lawful access.

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials.

Ignition keys

Any key, device or code used to secure, gain access to, and enable the **motorhome** to be started and driven.

Market value

The cost of replacing the **motorhome** with one of the same make, model, specification and condition.

Motorhome

The vehicle described on the **policy schedule**, and in respect of which a **certificate of motor insurance** bearing the registration mark of such vehicle has been delivered to **you** and remains effective.

Motorhome owner

The person who is the legal owner of the **motorhome** with whom the **renter** has entered into a **rental agreement** or **handover document**

Period of insurance

The period of time covered by this policy, as shown in the **policy schedule**, or until cancelled.

Policy Schedule

The document which gives details of the cover provided.

Rental agreement

A legally binding written agreement for financial consideration between the **motorhome owner** and the **renter**, permitting use of the **motorhome** by the **renter** and any named permitted driver for the **rental period**, and as signed by the **motorhome owner** and the **renter** in advance of the **rental period**.

The **rental agreement** must identify:

- the **motorhome** by registration number;
- the name and address of the **renter**;
- the name and address of each permitted driver (who must also be named on the **certificate of motor insurance**);
- the **rental period**;
- the name and address of the **motorhome owner**; and
- the pre **rental period** condition of roadworthiness of the **motorhome**.

Rental period

The period of rental of the **motorhome** as defined in the **rental agreement** or **handover document** and not to exceed 30 days.

Renter

Any person named as the renter on the **rental agreement** or **handover document**.

Road Traffic Acts

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

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Theft

Theft, attempted theft or taking the **motorhome** without **your** consent.

Vandalism

Wilful and malicious damage to, or intentional destruction of the **motorhome**.

We/us/our

Aviva Insurance Limited, unless otherwise shown for any policy section.

You/your/policyholder

The person described as the insured in the **policy schedule**.

cover for your vehicle

Section I Loss of or damage to the motorhome

If the **motorhome** is lost, stolen or damaged, **we** may, at **our** option, either:

- pay for the **motorhome** to be repaired; or
- pay in cash to the **motorhome** owner the amount of the loss or damage.

If **we** elect to repair the **motorhome**, **we** may use parts which are not supplied or made by the original manufacturer. If any part of the **motorhome** is obsolete, **we** will not pay more than **our** reasonable estimate of what was the manufacturer's list price (when it was last available for purchase) plus an appropriate fitting charge.

The same cover applies to

- **accessories**
- spare parts relating to the **motorhome** while these are in or on the **motorhome**

We will, however, pay for loss or damage to **accessories** which are away from the **motorhome** if such equipment is designed to be removable or partly removable, cannot function independently of the **motorhome** and has been temporarily removed for purposes of security or maintenance. Fitted **accessories** in the **motorhome** are included up to a total value of £500. This limit does not apply to standard equipment that is fitted by the manufacturer.

The maximum amount **we** will pay will be the **market value** of the **motorhome**.

If **we** know that the **motorhome owner** is still paying for the **motorhome** under a hire purchase or leasing agreement **we** will pay any claim to the entity described in that agreement. **Our** liability under this section will then end for that claim.

What if the motorhome is on finance?

If **we** know that the **motorhome** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

Exclusions to Section I of your policy

Your policy does not cover the following:

1. Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
2. Loss or damage arising from **theft** whilst the **ignition keys** of the **motorhome** have been left in or on the **motorhome** or the **motorhome** has been left unattended with the engine running.
3. Loss by deception.
4. Damage to tyres by braking or by punctures, cuts or bursts.
5. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
6. Loss of value following repair
7. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
8. Any accident, injury, loss or damage which is caused by or is a result of either
 - earthquake; or
 - riot or civil commotion outside England, Scotland, Wales, Isle of Man and the Channel Islands.
9. Any loss that is not the direct result of the insured incident itself.
10. Damage arising from domestic animals, moth, vermin or infestation.
11. Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
12. Loss or damage resulting from **fire** or explosion in connection with the on-board domestic gas supply to privately converted vehicles where the supply is not fitted or serviced in accordance with the Gas Safety (Installation & Use) Regulations 1998.

Section I (cont.)

- Where the **motorhome** is on finance and the agreement allows the **motorhome owner** to own or purchase the **motorhome**, any difference between what **we** pay the finance company and the **market value** will be paid to the **motorhome owner**.
- Where the **motorhome** is not or cannot be owned by the **motorhome owner** under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of the **motorhome owner's** finance exceeds any payment made under this policy the **motorhome owner** will still be responsible for paying this.

The most **we** will pay is the **market value** of the **motorhome**.

If the **motorhome** is disabled through loss or damage insured under this policy **we** will pay:

- the reasonable cost of protection and removal to the nearest suitable repairers
- reasonable cost of delivery to **you** or at **your** request the **motorhome owner** after repair but not exceeding the reasonable cost of transporting the **motorhome** to **your** address as shown on **your** policy.

Accident recovery

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of the **motorhome** to the nearest suitable repairers. In the event of an accident as noted above, ring Comfortline and **we** will at no additional cost arrange for someone to come out and help. If the **motorhome** cannot be made roadworthy immediately it will be taken to **our** nearest approved repairer. The **motorhome** can be taken to a repairer of **your** choice, if this is nearer, but this may lead to delays in arranging repairs to the **motorhome**. This rescue service also applies when an accident occurs in the Republic of Ireland – ring **1800 535005**

Exclusions to Section I of your policy (cont.)

13. **Thefts** not reported to the Police.
14. Personal belongings and luggage belonging to the **renter** or any member of their party.

Section I (cont.)

Uninsured driver promise

If the driver of the **motorhome** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have had to pay. **We** must be provided with the:

- vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details

This promise only applies where the driver of the **motorhome** was not at fault for the accident.

Excesses

Policy excess

If the **motorhome** is lost, stolen or damaged, **you** are responsible for paying the **excess** shown on the **policy schedule** no matter how the loss or damage happened.

Glass excess

If **you** are only claiming for loss of or damage to the glass in the **motorhome's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the **excess** shown on the **policy schedule** will not apply.

You will, however, have to pay the first £75 of the cost of glass replacement. This excess for glass:

- overrides any other general excess that would otherwise apply to glass claims.
- will not apply when the glass is repaired rather than replaced

Cover for this section is unlimited provided the windscreen is replaced by Autoglass. A maximum limit of £3,000 in any one glass claim applies to all other windscreen replacement providers.

Section II

Liability to third parties

Your liability

We will insure the **renter** for the duration of the **rental period** for all amounts which they may have to pay as a result of being legally liable for an accident causing:

1. another person's death or injury
2. damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses and any other costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
 - a) the **motorhome**, including loading and unloading
 - b) any trailer while it is being towed by the **motorhome**

The amount payable under 2) above for damage to property is limited to £1,200,000 while the **motorhome** is:

- i) carrying any **high category hazardous goods**
- ii) being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public

Liability of other persons driving or using the motorhome

We will also insure the following persons under this section in respect of all sums, as set out above, which they may be required to pay by law arising from death or injury to third parties or damage to their property as a result of an accident:

- any person named on the **rental agreement** or **handover document** as having permission to drive the **motorhome** provided that the **certificate of motor insurance** allows that person to drive;
- any person the **renter** gives permission to use (but not drive) the **motorhome**, but only whilst using it for social, domestic and pleasure purposes;

Exclusions to Section II of your policy

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms, exclusions and conditions of this policy as far as they can apply. The cover will also not apply if they claim under another policy.
2. to death or injury to any employee of any person insured which arises out of or in the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**.
3. in respect of loss or damage to property belonging to or in the care of anyone we insure who claims under this section.
4. in respect of damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section.
5. to any loss, damage, injury or death occurring whilst the **motorhome** is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **Road Traffic Acts**.
6. **We** will not pay for 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**:
 1. Terrorism
Terrorism is defined as any act or acts including, but not limited to:
 - a) The use or threat of force and/or violence and/or

Section II (cont.)

- any passenger travelling in or getting into or out of the **motorhome**;
- the **motorhome** owner but not to drive.

Indemnity to legal personal representatives

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

Legal costs

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- at a coroner's inquest.
- at a fatal accident inquiry.
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union Legislation.

We will only pay these legal costs if they relate to an incident which is covered under this section.

We will not pay:

1. For plea of mitigation (unless the charge carries a custodial sentence)
2. Appeals
3. in respect of proceedings which result from any deliberate act or omission by **you** or any person insured under this policy
4. where cover is provided by another insurance policy

Exclusions to Section II of your policy (cont.)

- b) Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be or occasioned in whole or in part for such purposes
2. Any action taken in controlling, preventing, suppressing or in any way relating to (1) above

In respect of 1 and 2 above, where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **the renter** or any other person, for which cover is provided under this section, will be:

- 1) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or;
- 2) Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

Section III

Ancillary Equipment

We will pay the **motorhome owner** up to the limit shown in the **policy schedule** for **ancillary equipment** in or on the **motorhome** if they are lost or damaged because of accident, **fire** or **theft**.

The settlement of any claim will be by replacement, repair and/or compensation at **our** option. **We** will take into consideration the age, quality, degree of use and consequent market value of items when calculating settlement. This cover is not “new for old”.

The amount payable is dependent upon the value of the **motorhome**, see table below

Vehicle Value	Ancillary Equipment Limit
Up to and including £15,000	Up to £2,500
More than £15,000	Up to £5,000

The **motorhome** value is stated on the **policy schedule**

The maximum amount payable for any one article shall not exceed £400 (other than portable generators where the maximum amount payable for any one article shall not exceed £500).

You can only make a claim under this section when also claiming under Section I – Loss or of damage to the **motorhome**.

Section IV

Payments made under compulsory insurance regulations and rights of recovery

If the law of any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

Exclusions to Section III of your policy

We will not pay for:

1. Confiscation or detention by HM Customs & Excise or other officials.
2. **Thefts** not reported to the police.
3. Loss of, or damage to, personal effects and luggage belonging to the **renter** or any member of the **renter's** party.
4. Claims arising from loss or **theft** of, or **vandalism** or damage to, money, stamps and coin collections, tickets, documents, securities, contact or corneal cap or micro lenses, livestock, jewellery, furs, articles made of or containing precious metals, watches, binoculars, sports/angling equipment, spectacles, video cameras, photographic and associated equipment, video games and any equipment or accessories relating thereto, computers and associated equipment or accessories, cellular, GSM & Satellite phones, business goods and equipment, pedal cycles, marine equipment and craft, surfboards, sailboards or related equipment or fittings of any kind.
5. The cost of replacing any undamaged items forming part of a set (other than a pair), suite or other article of uniform nature design or colour including carpets when damage occurs to a specific part and replacements cannot be matched.
6. Any item insured elsewhere (for example on a home contents policy).

Section V

Emergency treatment

We will reimburse any person using the **motorhome** for payments made under the **Road Traffic Acts** for emergency medical treatment.

Section VI

Replacement locks

If the **ignition keys** of the **motorhome** are lost or stolen **we** will pay for the cost of replacing:

- the door locks and/or boot lock
- the ignition/steering lock
- the lock transmitter and central locking interface;

provided that **you** can establish to **our** satisfaction that the identity or garaging address of the **motorhome** is known to any person who is in possession of the **ignition keys**.

Section VII

Continental use

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to the minimum cover, full cover as described by **your** policy applies in all countries as defined in the **territorial limits** provided:

- the **motorhome** is kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- use of the **motorhome** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man is not of a permanent nature

- the **motorhome** remains in the **renter's** custody or control. If for any reason the **motorhome** will not be within the **renter's** custody or control for a period in excess of 48 hours, then **you** must notify Comfort Insurance in advance.
- All countries within the **territorial limits** have agreed that a **Green Card** is not necessary.
- For travel outside the **territorial limits** no cover will be provided.

Cover includes:

- transit by sea, air or rail in or between countries within the **territorial limits**
- reimbursement of any Customs duty **you** may have to pay after temporarily importing the **motorhome** into any country within the **territorial limits**, subject to **your** liability arising as a direct result of a claim covered under this policy.
- General Average contributions, salvage charges and Sue and Labour charges whilst the **motorhome** is being transported by sea between any countries within the **territorial limits**.

Section VIII

Personalised registrations

Following a total loss claim under Section I – Loss or damage to the motorhome, **we** will pay the **motorhome** owner the current fee for transferring their personalised registration plate, where DVLA rules allow.

Exclusions to Section VIII of your policy

We will not pay:

for any loss of value of a personalised registration for whatever reason or any loss of entitlement through non-application or renewal of the retention service

Section IX

Continental accident recovery

Continental accident recovery

This section provides accident recovery for the **territorial limits** of the policy excluding Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover is provided if the **motorhome** is disabled as a result of an accident covered under Section 1 - Loss of or damage to the motorhome whilst being driven by the **renter** or any person permitted to drive as described under 'Persons or Classes of Persons entitled to drive' on the **certificate of motor insurance**.

Remember: Always carry all vehicle and insurance documentation when driving and never leave it in an unattended vehicle. If **you** are unfortunate enough to require Accident Assistance, please use these telephone numbers:

Calls from outside the UK:

+44 1603 603 744

Calls from within the UK:

0800 028 0038

Once **your** details have been taken, one of **our** Incident Managers will ring back, if possible, and explain the appropriate action for the circumstances.

- repatriation of the **motorhome** to **your** address, or at **your** request the address of the **motorhome owner** or nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if the **motorhome** cannot be repaired before the end of the **rental period**, subject to the cost of the repatriation not exceeding the **market value** of your vehicle.
- emergency repairs to make the **motorhome** secure again if the windows, windscreen or locks of the vehicle have been damaged by somebody trying to break into it. In this instance the **renter** must obtain a police report.
- passing an urgent message from our control centre to the **renter's** relatives or friends if the **motorhome** cannot be moved as it has broken down or been in an accident, damaged by **fire** or stolen.

Exclusions to Section IX of your policy

We will not pay:

- the cost of any ferry crossings or toll charges
- the cost of spares or parts, petrol, oil, keys or other materials and garage labour
- any vehicle that cannot be recovered by normal trailers or transporters
- the transportation of any vehicle or trailer that contains horses or livestock
- any vehicle which is carrying a dangerous or illegal load
- any onward travel or repatriation costs relating to the **renter**, any members of the **renter's** party or their luggage and personal belongings.

Section IX (cont.)

- if the **motorhome** cannot be reasonably repaired following **fire** or **theft** which has happened abroad during the journey and it has to be scrapped under Customs supervision in the country where it is situated, or it has been stolen abroad during the journey and has not been found, **we** will pay any duty levied by any Continental Customs Authority. This does not include any import duties that do not relate to the **motorhome**.

We will provide emergency assistance by one of **our** contractors in the event of accident, **fire** or **theft**, or when the only qualified driver is unfit to drive. This cover applies in any country within the **territorial limits**. Every effort is made to ensure a quality service is provided in Eastern European countries but this may not necessarily be of the same standard as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc.

Section X

Motor legal expenses - legal services and advice

Definitions

The following definition applies only to this section of the policy. The general definitions in this policy also apply where appropriate.

You/Your

The **policyholder/renter** named on the **rental agreement** or **handover document** and

1. any person permitted to drive the **motorhome** as shown on the **certificate of motor insurance**
2. any passengers carried in the **motorhome** at the time of the accident and/or incident, which occurs within the **period of insurance**.

What is covered

A. Legal protection to recover uninsured losses

If there is an accident and/or incident involving the **motorhome** which occurs during the **period of insurance** and within the **territorial limits** and it is not **your** fault, **we** will provide **you** with legal protection to pay lawyer's costs to help claim against the person(s) responsible. As part of **your** claim **we** will pay to recover **your** financial losses, such as **your** excess and travel expenses, and also obtain compensation if, as a result of travelling in, getting into or out of the **motorhome**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe it is more likely than not that **you** will succeed in a claim for those losses. For more information, please see Reasonable Prospects of Success Explained.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see Disputes and Arbitration for more information.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are responsible for up to the maximum amount.

The maximum **we** will pay in respect of any one claim is £100,000.

Conditions to Section X

The following conditions apply to this section in addition to the general conditions where appropriate.

1. **You** must report **your** claim to **us** as soon as reasonably possible and in any event within 180 days after the date **you** discovered the incident.
2. **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
3. **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim.

If **we** do not receive all of the information or instructions **we** need, **we** may delay or suspend **your** claim.

4. **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
5. If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
6. No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.
7. **You** must support **us** in the recovery, from the person(s) who **you** believe were responsible, of any legal costs and expenses that **we** have paid and pay those legal costs and expenses to **us**.
8. If **you**
 - a. settle or withdraw a claim without **our** prior agreement, or
 - b. do not give suitable instructions to the appointed lawyer, or
 - c. dismiss an appointed lawyer without **our** prior consentthe cover **we** provide in respect of **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.
9. **You** must report any appeal or defence of an appeal to **us** at least 14 days prior to the deadline for the appeal.

Section X (cont.)

B. Legal protection to defend motoring prosecutions

We will pay the legal costs of any permitted driver to help defend their legal rights if they are accused of or have committed an offence under road traffic laws (for example, speeding) while using the **motorhome**, including an offence for which conviction would result in them being disqualified or suspended from driving.

This cover is subject to cover not already being provided under Section II- Liability to third parties.

The maximum **we** will pay in respect of any one claim is £20,000.

C. Legal Advice

You have access to a 24 hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of the **motorhome**.

There are no consultation fees and lines are open 24 hours a day, 365 days a year; all **you** pay for is the phone call.

Call **us** on **0345 030 6972***

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

*For our joint protection telephone calls may be recorded and/or monitored.

Legal Representation

Any legal proceedings that **we** agree to will be dealt with by a court or similar body that **we** have agreed to within the **territorial limits**.

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree with **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the president of the relevant national law society to choose a suitably qualified person. In this circumstance, both parties are obliged to accept this choice of representation.

Exclusions to Section X of your policy

The following exclusions apply to this section in addition to the general exclusions where appropriate.

We will not pay any costs and expenses

1. which **we** have not agreed to or authorised
2. incurred prior to acceptance of a claim by **us**
3. resulting from any legal action **you** take without **our** prior approval
4. for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority
5. resulting from any claim deliberately or intentionally caused by **you**
6. resulting from a defence of motoring offences arising from prosecutions for
 - a. dishonesty or violent conduct
 - b. drink or drug related offences
 - c. parking offences.
7. relating to an application for judicial review
8. for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
9. for a dispute with **us** in respect of the policy terms and conditions unless this is covered under Disputes and Arbitration
10. for losses already paid by **us** under any other section of this policy.
11. relating to any dispute with the **motorhome owner**.

Section X (cont.)

Basis of Claim Settlement

We will pay

1. reasonable legal costs and expenses incurred in respect of **your** claim, and/or
2. legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable.

Specific factors **we** will take into account in making this determination are

1. the amount of any financial losses being claimed
2. the value and complexity of the case
3. the geographical location of the person and the other party to the action
4. the conduct and actions of the other party
5. the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

Reasonable Prospects of Success Explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under Legal Protection to Recover Uninsured Losses, **we** will need to establish that it is more likely than not that **you** will

1. make a recovery of damages, either in full or in part, against the person(s) **you** believe were to blame
2. recover more than any offer of settlement from the person(s) **you** believe were to blame
3. make a successful defence of any claims made against **you**
4. make a successful appeal or defence of an appeal
5. obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this to **you** in writing. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

Disputes and Arbitration

If any difference arises between **you** and **us** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the following steps outlined in our Complaints Procedure.

You have the right to refer any such difference that arises between **us** and **you** to arbitration which will be decided by Counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of Counsel, **we** will ask the president of the relevant national law society to choose a suitable qualified person.

The decision will be final and binding on both **us** and **you**.

All costs for resolving the difference will be met by the party against whom the decision is made.

Section XI

Vehicle recovery in the event of illness

If the **renter** or any permitted driver of the **motorhome** as shown on the **certificate of motor insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, we will transport the **motorhome** to **your** address, or at your request the address of the **motorhome owner**. A medical certificate must be produced prior to the provision of this service.

Exclusions to Section XI of your policy

We will not pay for:

1. any incident which occurs outside the **territorial limits**
2. any incident where the **motorhome** is within a quarter of a mile of the **renter's** or **motorhome owner's** address in the United Kingdom or place where the **motorhome** is normally kept
3. any incident where the **motorhome** is disabled, has suffered mechanical or electrical breakdown or failure, or is for any reason rendered unroadworthy
4. any incident directly caused by or due to the effects of alcohol or drugs.
5. any incident where any of the other permitted drivers named on the **certificate of motor insurance** are able to drive the **motorhome** to continue the journey during the **rental period**.

Section XII

Vehicle breakdown

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the motor assistance insurance under this section of the policy.

To make sure **you** get the most from DAS vehicle breakdown cover, please take time to read this section of the policy. It explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact Comfort Insurance. Please see page 5 for information on how to contact Comfort Insurance.

How we can help

We are here to help **you** 24 hours a day, 365 days a year. In the event of a **breakdown**, call **our**

Motor Assistance helpline on **0800 1971052** (for calls from the UK) or **44 1234 798151** (for calls from the rest of Europe) and provide the following information:

- Policyholder's name.
- Registration number of the **vehicle**.
- Make, model and colour of the **vehicle**.
- Nature of the **breakdown** and location of the **vehicle**
- Policy number.

A Motor Assistance operator will arrange for one of **our** approved agents to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** Motor Assistance centre as soon as possible after the **breakdown**.

We will not cover any call-out charges and labour costs unless **we** have given **our** agreement. If the **vehicle** cannot be repaired within an hour at the scene of the **breakdown**, **we** can arrange for the **vehicle** and **insured person(s)** to be taken to a suitable repairer or, provided it is nearer, the address where the **vehicle** is registered to. If the **vehicle** cannot be repaired the same day as the **breakdown**, **we** will pay for one of the following:

- transporting **you** and the **vehicle** to a destination within the **countries covered**; or
- the hire of a vehicle so **you** can continue **your** journey; or
- reimburse the cost of overnight accommodation.

To help **us** check and improve **our** service standards, **we** may record all calls.

When we cannot help

Our approved agents cannot work on the **vehicle** if it is unattended.

Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

The meaning of words in this section

The following words have these meanings wherever they appear in this section in **bold**:

Breakdown

- (a) Mechanical or electrical failure; or
- (b) accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops the **vehicle** moving.

Countries covered

Cover only applies if there is a valid motor insurance policy in force.

Sub-section A

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

Sub-section B

The European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus) but excluding countries listed under Sub-section A above.

Insured person

You, and any passenger or driver who is in the **vehicle** with **your** permission at the time of the **breakdown**.

Period of cover

The period for which **we** have agreed to cover **you**.

Vehicle

The hire **vehicle** declared to **us** cover extends to include any caravan or trailer attached to the **vehicle** at the time of the **breakdown**.

The **vehicle**, means the UK registered vehicle as shown on **your policy schedule** and the **rental agreement** or **handover document** and that complies with the following specifications:

Section XII (cont.)

a vehicle that is registered with the Driving and Vehicle Licensing Agency ('DVLA')* (or equivalent) as either a motorhome, motor caravan, a campervan or van with side windows.

*DVLA size limits are 12 metres long and 2.55 metres wide

We, us, our

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this section of cover in connection with the **rental agreement** or **handover document** and is named as the **renter**.

Cover

You are covered for the assistance services in this section during the **period of cover** following the start date of this section, if **you** have paid **your** premium.

If the service **you** require is not provided for under the terms of this section, **we** will try if **you** wish to arrange assistance at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

Assistance services under this section

Sub section A United Kingdom cover

1 Emergency roadside repair and home breakdown

We will pay the call-out charge and up to one hour's labour costs for one of **our** approved agents to attend the scene of the **breakdown**, and where possible, carry out emergency repairs.

2 Vehicle recovery

If the **vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay for the cost of transporting the **vehicle** and **insured person(s)** to a single destination, being either:

- (a) a suitable repairer; or
- (b) the address where the **vehicle** is registered to, provided it is nearer.

3 Getting you to your destination

If the **vehicle** cannot be repaired on the same day as the **breakdown**, **we** will either:

- (a) pay the cost of transporting the **vehicle** or **insured person(s)** or both to a destination(s) within the **countries covered** provided that the **insured person(s)** are transported to the same destination; or
- (b) arrange and pay the cost of hiring a category A vehicle to allow the **insured person(s)** to continue their journey to a destination within the **countries covered**; or
- (c) arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of hotel accommodation is £300 for any one **breakdown**. **You** must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £300 limit for any one **breakdown**.

Conditions

- (i) **We** will only pay a maximum of £300 for any one **breakdown**.
- (ii) **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.

At all times **we** decide on the best way of providing help.

4 Emergency message service

When **you** claim for any of the services detailed in **1, 2** and **3** above **we** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

Sub section B European cover

1 Emergency roadside repair

We will pay the call-out charge and up to one hour's labour costs for one of **our** approved repairers to attend the scene of the **breakdown** and where possible carry out emergency repairs.

2 Vehicle recovery

If the **vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay the cost of transporting the **vehicle** to one of **our** approved repairers.

Section XII (cont.)

3 Getting you to your destination If the vehicle cannot be repaired on the same day as the breakdown, we will pay:

- (a) the cost of transporting the **vehicle** or **insured person(s)** or both to a destination(s) within the **countries covered** provided that the **insured person(s)** are transported to the destination.

We will not pay more than the value of the **vehicle**; or

- (b) the cost of hiring a replacement vehicle up to £750. The replacement vehicle must remain within the **countries covered** or the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands; or

- (c) an **insured person's** hotel accommodation costs up to £50 per night, but the most **we** will pay for all claims arising from any one **breakdown** is £500.

At all times **we** decide on the best way of providing help. The most **we** will pay for all claims arising from any one **breakdown** is £5,000.

What is not covered by this section

1 The **breakdown** of the **vehicle**:

- if it has knowingly been driven in an unsafe or unroadworthy condition; or
- which has resulted from lack of oil, fuel or water; or
- as a result of the **motorhome owner** not maintaining the **vehicle**.

2 The cost of:

- storage charges incurred when **you** are using **our** services; or
- spare or replacement parts, fluids or fuel or any other materials used in repairing the **vehicle**; or
- any other repairs except those at the scene of the **breakdown**; or
- replacing a wheel if the **vehicle** does not have a serviceable spare wheel; or
- replacing broken windows or keys or finding missing keys; or
- ferry crossings under **Sub-section A**, parking charges, fines or toll charges.

- 3 Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.

- 4 Any costs incurred before **you** have notified **us** of the **breakdown**.

- 5 Any **vehicle** which cannot be recovered by a suitable trailer or transporter.

- 6 The recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.

- 7 **Breakdowns** 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; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
- war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions

- 1 An **insured person** must keep to the terms and conditions of this section.
- 2 At all times during the **period of cover**, the **vehicle** must be maintained in a roadworthy condition.
- 3 An **insured person** must be present with the vehicle when the approved agent arrives.
- 4 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.
- 5 The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.

Section XII (cont.)

- 6 **We** will, at **our** discretion, void this section of the policy (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:
- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.
- 7 **We** will not pay for any loss that is not directly covered by the terms and conditions of this section of the policy. For example **we** will not pay for **your** travel costs for collecting the **vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.
- 8 **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 of the policy did not exist.
- 9 This policy will be governed by English law.

Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at dataprotection@das.co.uk

How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

What is our legal basis for processing your information?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

Section XII (cont.)

How long will your information be held for?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you no longer want **us** to use the personal data, please contact **us** at dataprotection@das.co.uk

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer

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

Or via email: dataprotection@das.co.uk

How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

How to make a complaint

We always aim to give you a high quality service. If you think **we** have let you down, you can contact **us** by:

- phoning **0344 893 9013**
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
- completing **our** online complaint form at www.das.co.uk/about-das/complaints

Further details of **our** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **we**'ve been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service | Exchange Tower | London | E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

DAS Head and Registered Office:

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

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority

Section XII (cont.)

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

general exclusions

general exclusions apply to the whole of your policy

Your policy does not cover the following:

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - a. used otherwise than for the purposes described under the 'Limitations as to use' section of the **certificate of motor insurance**; or
 - b. driven by or is in the charge of any person for the purposes of being driven who;
 - is not described under the section of the **certificate of motor insurance** headed 'Person or classes of persons entitled to drive'; or
 - does not have a valid and current licence to drive the **motorhome**; or
 - is not complying with the terms and conditions of the licence; or
 - does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover,

- i. while the **motorhome** is in the custody or control of;
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or car parking service for the purpose of parking the **motorhome**
 - ii. if the injury, loss or damage was caused as a result of the **theft** of the **motorhome**.
 - iii. by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
2. Any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist
 3. a. Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
b. Any legal liability,
that is directly or indirectly caused by, contributed to by or arising from:
 - i. Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion or nuclear fuel.
 - ii. The radioactive, toxic, explosive and other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 4. Except to the extent that **we** are liable under the **Road Traffic Acts** this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - i. war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - ii. any action taken in controlling, preventing, suppressing or in any relating to i. above

5. Any accident, injury, loss or damage if the **motorhome** is registered outside Great Britain, Northern Ireland and the Isle of Man
6. Any loss or damage arising from a deliberate act by **you** or any person driving or using the **motorhome**
7. Any accident, injury, loss or damage (except under Section II) arising during (unless it be proved by **you** that the accident injury loss or damage was not occasioned thereby) or in consequence of
 - a. earthquakes
 - b. riot or civil commotion occurring elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
8. Death or bodily injury to any person or damage to property caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable, unintended and unexpected incident during the **period of insurance**. **We** treat all pollution and contamination arising from one incident as having happened at the time of the incident. This exception does not apply when any compulsory motor insurance legislation operating within this policy's **territorial limits** must be met.
9. Any financial loss sustained by the **motorhome owner** arising out of the use of the **motorhome** by the **renter**.

general conditions

general conditions apply to the whole of your policy

Claims procedure

You must notify the Police as soon as reasonably possible if the **motorhome** is lost, stolen or broken into.

As soon as reasonably possible after any accident, injury, loss or damage, **you** or **your** legal personal representatives must telephone **us** giving full details of the incident. Any communication the **renter** or the **motorhome owner** receive about the incident should be sent to **us** immediately. **You** or **your** legal personal representatives must also let **us** know immediately if anyone is to be prosecuted as a result of the incident or if there is to be a fatal injury enquiry

You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without **our** written consent. If **we** want to, we can take over and conduct in **your** name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the relevant information and assistance necessary for **us** to achieve a settlement. It is **your** responsibility to prove any loss and therefore **we** ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.

Information	Documents	Assistance
<ul style="list-style-type: none">• Details of third parties and witnesses• Statements of events relating to your claim• Sketch or photograph of the accident scene• Correspondence received from another party (including court papers)	<ul style="list-style-type: none">• The rental agreement or handover document• Driving licence• Proof of identity and address• Vehicle documentation such as V5, MOT and proof of purchase• Receipts and invoices• Finance documents	<ul style="list-style-type: none">• Attendance at court• Meetings with solicitors or us

Our right to cancel

We (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to **you** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due **Comfort Insurance** will write to **you** requesting payment by a specific date. If **Comfort Insurance** receive payment by the date set out in the letter **Comfort Insurance** will take no further action. If **Comfort Insurance** do not receive payment by this date **Comfort Insurance** will cancel the policy from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where any person insured fails to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend **our** interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "Contract of Insurance and Information and Changes we need to know about" section in this policy booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy **Comfort Insurance** will also charge a fee of £25.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

Other insurance

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim.

This provision will not place any obligation upon **us** to accept any liability under Section II which **we** would otherwise be entitled to exclude under Exception 1. to Section II.

Your duty to prevent loss or damage

You shall at all times take all reasonable steps to safeguard the **motorhome** from loss or damage during the **rental period**.

You shall during the **rental period** maintain the **motorhome** in roadworthy condition.

Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon **you** and any persons seeking to benefit from this policy observing and fulfilling the terms, provisions and **clauses**.

Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or the person who incurred the liability.

Direct right of access

Third parties may contact **us** directly in the event of an accident loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of **your** policy.

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 also check the driving licence of any permitted drivers named in the **rental agreement** or **handover document**, or anyone shown on the **certificate of motor insurance** as being entitled to drive the **motorhome** and has **your** permission to drive it and inform **us** of:

- any convictions noted on the licence
- any provisional licence; and
- any licence issued outside the UK

Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy. This means that no one other than a party to this policy, or their successors and permitted assignees, shall have any right to enforce any of its provisions.

complaints procedure

Our Promise of Service

Our goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

Please refer to Section XII (page 26) if **your** complaint refers to a claim dealt with under the Vehicle Breakdown section of the policy.

What will happen if you complain

- **We** will acknowledge your complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting a manager at Comfort Insurance.

If **you** are unhappy with the outcome of your complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Calls from UK mobiles and landlines are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst **we** 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.

Comfort Insurance Comfort House, 8 Goresbrook Road, Dagenham, Essex RM9 6UR
Telephone 020 8984 0777 Fax 020 8984 0666 E-Mail info@comfort-insurance.co.uk

Underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DASDrive Ultimate Legal Protection is underwritten by DAS Legal Expenses Insurance Company Limited.

Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, Company Number 103274. Website: www.das.co.uk. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

SMOMG15377 06.2020

