

Important: Please read and keep it safe

# Twilight Insurance Policy



# Motor Claims Helpline from Comfort Insurance

## Important

- Please report all accidents to **us** immediately on 0800 0280 038 so **we** can tell **you** what to do next and help resolve any claim.

24 hour assistance, 365 days a year

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

## UK

Get back on the road, fast. Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.

Claims, Glass

**0800 0280038**

(lines open 24 Hours a day, 7 days a week)

Calls may be recorded and/or monitored

Please contact your insurance adviser if you require any additional assistance

## European Overseas

Get back on the road, fast. Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.

Accident/Glass

**+44 1603 603 744**

It is recommended your take a copy of the European Accident claims form if you are travelling abroad.

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# welcome



**Welcome to Comfort Insurance. This policy forms part of your legal contract with the insurer and defines exactly what you are covered against. There are two choices of cover. Please refer to your policy schedule for confirmation of the level of cover you have chosen.**

## Comfort Claims Helpline

# 0800 0280038

As a Comfort Insurance policyholder **you** have access to Comfort Claims Helpline – a freephone 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 **you** have an accident or loss whilst abroad, **you** should contact our helpline on **+44 1603 603 744**

### How to claim

If **you** wish to make a claim, phone Comfort Claims Helpline and a Personal 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 **you** are involved in an accident, phone Comfort Claims Helpline and if the incident is covered **we** will arrange for:

- Your vehicle to be recovered
- A safe passage home for **you** and your passengers
- Your Personal Incident Manager to talk **you** through the claims process

If the incident is not covered under your policy **we** can still arrange to assist **you**, however a charge will be made.

### Important

When telephoning Comfort Claims Helpline, please have your vehicle registration number ready. This will enable your Personal 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.

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

## The Contract of Insurance

This policy is a contract of insurance between 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 on your application and/or **statement of fact** document,
- **policy schedule**,
- any **clauses** endorsed on your policy, as set out in your **policy schedule**,
- **certificate of motor insurance**,
- changes to your policy contained in notices issued at renewal,
- the information under the heading "Important Information" which **we** provide to **you** when **you** take out or renew your policy.

In return for paying your premium, **we** will provide the cover shown in your **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 **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

## Renewal of the contract of insurance

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

- (i) For existing customers who pay monthly by direct debit to Aviva the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal schedule.
- (ii) For existing cust

- Any change affecting ownership of the vehicle.
- Any change in the way that the vehicle is **used**.
- Any change of **storage location** or circumstances stated in General Conditions 10 and 11.

If **you** are in any doubt, please contact your insurance adviser.

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.

Each renewal invitation is offered using the information **we** have at the time it was issued. **We** may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim, even if **we** are notified after your renewal date.

**We** recommend that **you** keep a record (including copies of letters) of all information provided to **us** for your future reference.

# Information about your policy

## Your Cancellation Rights

**You** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the policy or renewal documentation, whichever is the later. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Comfort Insurance will also charge a fee of £30.00 to cover our administrative costs (plus Insurance Premium Tax, where applicable). Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. Comfort Insurance will also charge a fee of £30.00 if the policy is cancelled within the 14 day cooling off period or £35.00 thereafter to cover our administrative costs (plus Insurance Premium Tax, where applicable).

To cancel, please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex RM9 6UR. Telephone: 020 8984 0777

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

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

## 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](http://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.

## 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. Telephone 020 8984 0777.

## 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.

## Choice of Law

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

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

# definitions

To save lengthy repetition, wherever the following words or phrases occur they will have the meaning described below:

## **Accessories**

Parts of **your camper van** 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 **your camper van** and have no independent power source.

## **Agreed Value**

A means by which the value of the vehicle is agreed at inception rather than at the time of a claim. Please refer to Page 10 for more details.

## **Ancillary Equipment**

Free standing awning whilst attached to **your camper van**, safari rooms and general camping equipment.

## **Approved repairer**

A facility approved by us for the repair, damage assessment and/or **storage** of your vehicle.

## **Certificate of motor insurance**

A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. It shows who can drive **your camper van**, what purposes it can be **used** for, and whether **you** are permitted to drive other vehicles. The certificate does not, however, indicate the full policy cover and for this **you** will need to refer to the policy booklet. Wherever the expression **certificate of motor insurance** is **used** in this contract, it means the certificate which, from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

## **Clause**

Changes in the terms of your policy. These are shown in your **policy schedule**.

## **Excess**

The amount of any claim **you** will have to pay if **your camper van** is lost, stolen or damaged.

## **Fire**

**Fire**, 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.

## **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 **your camper van** to be started and driven.

## **Long term Touring and Full Timing**

Use of **your camper van** for nine months or more (whether as a single trip or a series of trips) in any one year will be treated (and rated) as long-term touring. If, in addition, **you** sell or let your UK property **you** will be treated (and rated) as full-timing. Please refer to the policy conditions on Page 26 for more details.

## **Loss of any limb**

Severance at or above the wrist or ankle, or the total and permanent loss of use a hand, arm, foot or leg.



### **Market value**

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

### **Period of insurance**

The period of time covered by this policy, as shown in the **policy schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

### **Personal Effects and Luggage**

The property of **the insured's** or members of **the insured's** family whilst contained in the vehicle and concealed in a fixed **storage** unit.

### **Policy Schedule**

Details of **you**, **your camper van**, and the insurance protection provided to **you**.

### **Repair quality**

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your camper van** by our **approved repairer**.

### **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.

### **Statement of fact**

A form showing the information provided by **you**, or on **your** behalf. The **statement of fact** forms part of the contract of insurance.

### **Storage**

**Your camper van** will be considered to be stored or in **storage** when it is not in **use** for the purposes of travel or other day-to-day activity.

### **Storage Location**

The address recorded on **your statement of fact** of where **your camper van** is kept when not in use.

### **Territorial limits**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bosnia and Herzegovina, 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 or attempted theft.

### **The insurer/we/us**

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

### **The insured/you/policyholder**

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

### **Use/Used**

When the **Camper van** is being **used** and occupied overnight for holiday purposes

### **Vandalism**

The wilful and malicious damage to, or intentional destruction of **your camper van**.

### **Your domestic partner**

The partner or husband or wife of the **policyholder**, living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

### **Your camper van**

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

The vehicle should be registered with the DVLA as either a motor caravan, a camper van or a van with side windows. This definition includes home conversions and day vans, but excludes vehicles manufactured in the USA and Japanese imports.

### **Your private address**

The risk address as shown on your **policy schedule**. This includes the land and driveway within the borders of the property or as indicated in the deeds of the property.

### **Your trailer**

Any one trailer owned and used in connection with **your camper van** other than

- A mechanically propelled vehicle
- A horsebox
- A caravan

Not exceeding £3,000.

# cover for your vehicle

## Section I

### Loss of or damage to your camper van and or trailer

#### Cover

If **your camper van** is lost, stolen or damaged, **we** may, at our option, either:

- pay for **your camper van** to be repaired; or
- replace **your camper van**; or
- pay in cash the amount of the loss or damage.

If **we** elect to repair **your camper van**, **we** may use parts which are not supplied or made by the original manufacturer. If any part of **your camper van** 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** and spare parts relating to **your camper van** while these are in or on **your camper van** or while in your private garage. **We** will, however, pay for loss or damage to **your camper van's** accessories which are away from **your camper van** or private garage if such equipment is designed to be removable or partly removable, cannot function independently of **your camper van** and has been temporarily removed for purposes of security or maintenance. Fitted **accessories in your camper van** are included up to a total value of £500. This limit does not apply to standard equipment that is fitted by the manufacturer.

If **your camper van** is in **storage**, this policy section will continue to apply when

- a) **Your camper van** is stored at your **private address**; or
- b) **Your camper van** is stored on the private driveway of a close friend or relative, provided that it forms part of their property (subject to acceptance of postcode)
- c) **Your camper van** is stored at a CASSOA **storage facility**
- d) **Your camper van** is stored at a non-CASSOA **storage location** that has been approved by **us**.

### Exclusions to Section I of your policy

Your policy does not cover the following:

1. Loss of **use**, wear and tear, depreciation, mechanical, electrical, electronic and computer failures or breakdowns or breakages.
2. Loss or damage arising from **theft** whilst the **ignition keys of your camper van** have been left in or on **your camper van** or **your camper van** 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 of value following repair
6. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
7. 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.
8. Any loss that is not the direct result of **the insured** incident itself.
9. Damage arising from domestic animals, moth, vermin or infestation.
10. Loss of **use**, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
11. Loss or damage covered under section 1 if **your camper van** is stored for a period in excess of 48 hours anywhere other than the **storage location** disclosed to **us** in **your statement of fact**.
12. Claims arising from the loss of or damage to television, radio and satellite dish aerial fittings and masts, and satellite navigation systems, unless an additional premium has been paid.

## Section I (cont.)

The maximum amount **we** will pay will be the **market value of your camper van** but not exceeding your estimate of value shown in our records.

If **we** know that **you** are still paying for **your camper van** under a hire purchase or leasing agreement **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

If **your camper van** 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** after repair but not exceeding the reasonable cost of transporting **your camper van** to **your private address** in the British Isles.

### Accident recovery

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your camper van** to the nearest suitable repairers. In the event of an accident as noted above, ring Claims Line, **we** will arrange for the following at no additional cost:

- someone to come out and help. If **your camper van** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**. **Your camper van** can be taken to a repairer of your choice, if this is nearer, but this may lead to delays in arranging repairs to **your camper van**. This rescue service also applies when an accident occurs in the Republic of Ireland – ring 1800 535005
- the onward transmission of any messages on your behalf to a member of your family or a friend.

In providing accident recovery assistance **we** will **use** reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impracticable.

**Hire car, overnight accommodation** If **your camper van** has been disabled through an accident covered under Section I of this policy in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, **We** may, at our discretion, offer **you** or any person permitted to drive as described “5 – Persons or Classes of Persons entitled to drive” in the **certificate of insurance** either:

## Exclusions to Section I of your policy (cont.)

13. Damage resulting from **fire** Loss or damage covered under section 1 if **your camper van** is stored for a period in excess of 48 hours anywhere other than the **storage location** disclosed to **us** in **your statement of fact** 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.
14. **Theft** or attempted **theft of your trailer** whilst detached from **your camper van** unless **your trailer** is fitted with a proprietary hitchlock; or a wheelclamp of a proprietary make which surrounds part of the tyre and covers at least one of the wheelnuts.
15. **Thefts** not reported to the Police.

## Section I (cont.)

- a hire car of up to 1600cc for 24 hours subject to the hirers terms and conditions. This free period of hire must commence within 48 hours after **your camper van** was damaged, and excludes fuel costs, parking fees or fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and passengers to reach the end of their journey subject to a maximum of £150. **You** will need to produce receipts in order to claim this.

If **your camper van** has been stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

### New camper van replacement

We will replace **your camper van** with a new vehicle of the same make and specification (subject to availability) if within 36 months of purchase new by **you** or **your domestic partner**:

- any repair cost or damage in respect of any one claim covered by the policy is more than 70% of the vehicles UK list price (including vehicle tax and VAT): or
- **your camper van** is stolen and not recovered.

This replacement vehicle benefit ceases once **your camper van** has recorded more than 15,000 miles

Replacement is subject to:

- **you** or **your domestic partner** own **your camper van** or are buying it under a hire-purchase agreement or other type of agreement where ownership passes to **you**) and the Financing Company agrees; and
- **you** or **your domestic partner** are the first registered keeper of **your camper van** or **you** or **your domestic partner** are the second registered keepers of **your camper van**, if **your camper van** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your domestic partner**, the mileage was less than 250 miles.
- new **camper van** replacement does not apply in respect of trailers.
- Vehicles sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

**Important Note:** If you or **your camper van** do not meet the qualifying criteria set out for New vehicle replacement, or you do not wish us to replace **your camper van** with a new **camper van** of the same make, model and specification, the most we will pay is the market value of **your camper van** at the time of loss or damage.

### Finance

What if my vehicle is on finance?

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

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

If the outstanding amount of your finance exceeds and payment made under this policy you will still be responsible for paying this.

The most we will pay is the market value or your vehicle.

### Uninsured driver promise

If the driver of **your camper van** 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:

- other driver's name, their contact details (telephone number or address) and their vehicle registration

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

### Agreed Value

Where this endorsement is shown on your **Policy schedule** the following will apply in the event of a claim under Section I, Loss of or damage to **your camper van**:

The defined term **Market Value** will be replaced by **Agreed Value**

**Agreed Value** is the amount agreed between **you** and **us** at the start of the **period of insurance** representing the value of **your camper van**, including any **accessories** and spare parts.

# Section I (cont.)

In the event of a claim under Section I, Loss of or damage to **your camper van**:

- The most **we** will pay will be the **Agreed Value**.
- Where **your camper van** is stolen and not recovered or is deemed a total loss **we** will pay the **Agreed Value** minus any **excess**. If **you** choose to retain the salvage of **your camper van** **we** will determine its value and deduct that amount from the **Agreed Value** before **we** pay **you**.

## Vehicle Condition

The **Agreed Value** is based upon the declaration of vehicle condition made by **you** at the start of the **period of insurance**. In the event of a claim, where the condition of **your camper van** is materially different than as described by **you** **we** may choose to settle on **market value** at the time of loss if this is lower than the **Agreed Value**.

## Salvage

In the event of a total loss claim **you** will, where legislation permits, be offered the opportunity to retain the salvage subject to deduction of the policy **excess** and an agreed deduction for the salvage.

## Child seat cover

If child seats are fitted in your car and you make a claim under this section, we will pay the costs to replace them even if there is no apparent damage.

## Excesses

### Policy excess

If **your camper van** (including its **accessories**) is accidentally damaged, **you** will have to pay the first £300 of the cost. If **your camper van** is being driven by a person aged 21 to 24 or by a person who has held a full driving licence for less than 12 months, **you** will have to pay the first £500 of the cost. If **your camper van** is being driven by a person aged under 21, **you** will have to pay the first £600 of the cost.

If loss or damage is caused by **fire** or **theft**, **you** will have to pay the first £300 of the cost.

If the premium for **your camper van** has been based on a selected annual mileage as shown in your **policy schedule**, **you** will have to pay the first part of any claim for loss or damage, as indicated below, where this annual mileage limit is exceeded

Mileage exceeded by	Mileage exceeded by
Up to 1000 miles	More than 1000 miles
£450	£700

If the premium for **your camper van** has been based on **your camper van** normally being kept overnight at an agreed **storage location**, in the event of a **theft**, checks will be made as to the location of the vehicle. If it is established that **your camper van** is NOT normally kept overnight at the agreed **storage location** the **insurer** may, without prejudice to other rights to void cover or reject the claim outright or increase the **excess** payable for any loss or damage to £500.

These excesses apply in addition to any other voluntary or other compulsory excesses that may apply

## Glass

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	Yes	No

If **you** are only claiming for loss of or damage to the glass in **your motorhome's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the excesses shown above in this section will not apply. **You** will, however, have to pay the first £150 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 Aviva's preferred supplier. A maximum limit of £1000 in any one glass claim applies to all other windscreen replacement providers

# liability to third parties

## Section II

### Your liability

We will insure **you** for all amounts which **you** may have to pay as a result of **you** 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 cost's 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) **your camper van**, including loading and unloading
  - b) any **trailer** while it is being towed by **your camper van**

The amount payable under 2) above for damage to property is limited to £1,200,000 while **your camper van** 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

### Driving other vehicles

We will insure **you** while **you** are driving any other vehicle within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- the vehicle does not belong to **you** or is not hired to **you** under a hire purchase agreement.
- **you** are driving the vehicle with the owner's express consent
- **you** still have **your camper van** and it has not been damaged beyond cost effective repair
- **you** are aged 25 or above at inception or renewal of this policy

### 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 the 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 **your camper van** 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 Act**.
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**:

## Section II (cont.)

- **your certificate of motor insurance** indicates that **you** can drive such a vehicle

**We** will also pay any expenses for which **you** have our written authority to claim.

In respect of terrorism, where **we** are obliged by the **Road Traffic Acts** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your camper van** or cars driven or **used** by **you** or any other person and for which cover is provided under this section will be:

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

### **Liability of other persons driving or using your camper van**

**We** will also insure the following persons under this section in respect of all sums 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 **you** give permission to drive **your camper van** provided that your **certificate of motor insurance** allows that person to drive.
- any person **you** give permission to **use** (but not drive) **your camper van**, but only whilst using it for social, domestic and pleasure purposes.
- any passenger travelling in or getting into or out of **your camper van**
- the employer or business partner of the person using any vehicle for which cover is provided under this section while the vehicle is being **used** for business purposes permitted under the policy, except that **we** shall not be liable where the vehicle belongs to or is hired by such employer or business partner.

### **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.

### **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
- 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 caravan** driven or **used** by **you** 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 II (cont.)

### 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 not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence).
- appeals.

### Duty of Care – driving at work, legal costs

**We** will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against **you** arising from any health and safety enquiry or criminal proceedings for any breach of the
  - Health and Safety at Work etc. Act 1974
  - Health and Safety at Work (Northern Ireland) Order 1978
  - Corporate Manslaughter and Corporate Homicide Act 2007

The limits of cover in respect of such legal fees, expenses and costs are:

- a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

**We** will not pay:

- 1) unless proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business

- 2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or **use** by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**
- 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

The limits of cover in respect of such legal fees, expenses and costs are:

- a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited



# additional covers

## Section III

### Injury to you or your domestic partner

If **you** or **your domestic partner** suffer accidental bodily injury in direct connection with **your camper van** or while getting into, out of or travelling in any other camper van, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £15,000 if, within three months of the accident, the injury is the sole cause of:

- Death
- Irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears
- **Loss of any limb.**

The most **we** will pay any one person after any accident is £15,000.

The most **we** will pay any one person during any one **period of insurance** is £15,000.

If **you** or **your domestic partner** have any other policies with **us** in respect of any other car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

The cover under this section applies irrespective of fault.

## Section IV

### Medical Expenses

If **you** or any other person in your vehicle are injured as a direct result of **your camper van** being involved in an accident, **we** will pay for:

- the medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

### Exclusions to Section III of your policy

This personal accident section does not cover:

1. death or bodily injury arising from suicide or attempted suicide.

## Section V

### Personal effects, luggage and ancillary equipment

We will pay you up to the limit shown in **your policy schedule** for **personal effects, luggage and ancillary equipment** in or on **your camper van** 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 up to £1000

**Your camper van** value is stated on **your Policy Schedule**

The maximum amount payable for any one article (or collection of CDs/DVDs) shall not exceed £400 (other than portable generators where the maximum amount payable for any one article shall not exceed £500).

**You** will have to pay the first £300 of any claim under this section.

**You** can only make a claim under this section when also claiming under Section I - Loss or of damage to your camper van.

## Section VI

### 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 V 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 **Personal effects and Luggage** whilst the **motor caravan** is left unattended unless there has been forcible or violent entry.
4. Loss of **personal effects, luggage or ancillary equipment** occurring whilst **your camper van** is being stored at any location other than **your private address** or CASSOA facility.
5. Claims arising from loss of, **theft, 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.
6. 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.
7. Any item insured elsewhere (for example on a home contents policy).

## Section VII

### Emergency treatment

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

A claim solely under this section will not affect your no claim entitlement.

## Section VIII

### Vehicle recovery in the event of illness

If the permitted driver of **your camper van** as shown on your **certificate of insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your camper van** to **your private address** anywhere in the **Territorial Limits**.

A medical certificate must be produced prior to the provision of this service.

A claim solely under this section will not affect your no claim discount.

## Section IX

### No claim discount

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale **we** apply at the time.

Where a claim has been made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** can recover all sums **we** have paid from those responsible, except where the accident was not your fault and the driver who caused it was uninsured and **you** have provided **us** with:

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

**We** do not grant no claim discount for policies running for less than twelve months, If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

### Exclusions to Section VIII of your policy

**We** will not pay for:

1. any incident which occurs outside the **Territorial Limits**
2. any incident where **your camper van** is within a quarter of a mile of **your private address** or place where **your camper van** is normally kept
3. any incident where **your camper van** is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy
4. any incident directly caused by or due to the effects of alcohol or drugs.

## Section IX (cont.)

### Note

**We** will not reduce your no claim discount where the only payments made are for:

- emergency medical treatment under the **Road Traffic Acts** and Vehicle recovery in the event of illness as provided under Section VII – Emergency treatment
- repairing or replacing glass in **your camper van's** windscreen or windows (or for any scratches on the bodywork caused directly by the broken glass).
- Replacing locks, alarms or immobilisers following your **ignition keys** being lost or stolen as provided under Section XI – Replacement locks

Third parties may claim directly against **us** as insurer in the event of an accident involving **your camper van** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** will deal with any claim, subject to the terms and conditions of your policy. This may effect your no claim discount.

**You** are reminded of your responsibilities to report any accident, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

## Section X

### 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 the 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:

- **your camper van** is kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- **use of your camper van** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip and 90 days in total during the **period of insurance**.
- **your camper van** remains in your custody or control. If for any reason **your camper van** will not be within your custody or control for a period in **excess** of 48 hours, then **you** must notify Comfort Insurance in advance. Please refer to Section I of this policy for information on security of stored vehicles.

The UK is no longer part of the European Union and you will need a Green Card for travel within the territorial limits, other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover includes:

- transit by sea, air or rail in or between countries within the **territorial limits**

## Section X (cont.)

- reimbursement of any Customs duty **you** may have to pay after temporarily importing **your camper van** 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 **your camper van** is being transported by sea between any countries within the **territorial limits**.

## Section XI

### Replacement locks

If the **ignition keys** of **your camper van** 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 **your camper van** is known to any person who is in possession of your keys or transmitter.

## Section XII

### Breakdown

See separate policy booklet for details

## Section XIII

### Personalised Registrations

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

## Section XIV

### 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 **your camper van** is disabled as a result of an accident covered under Section I of your policy whilst being driven by **you** or any person permitted to drive as described under 'Persons or Classes of Persons entitled to drive' in 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:**  
**(00 44) 1603 603 744**

**Calls from within the UK:**  
**0800 028 0038**

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

- onward transportation, if **your camper van** cannot be repaired within 12 hours, **we** will provide **you** with up to 14 days self-drive car hire (including collision damage waiver, delivery charge and **Green Card** if required), or **we** will pay for standard/second class rail or both, so that **you** and up to 7 passengers are able to continue your journey or return home. Any hired car cannot be brought into the United Kingdom, and we will arrange for a second hire car, costs for which are limited to £250, to get **you** home once **you** return to the United Kingdom. **We** will use our best endeavours to find a vehicle of similar, but not exact, specification as your own vehicle to ensure that **you** can carry the same number of passengers and amount of luggage. Please

#### Continental accident recovery will not cover:

- 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
- the cost of any self-drive car hire collection charges
- any vehicle which is carrying a dangerous or illegal load.

## Section XIV (cont.)

be aware that this may not be of an exact specification – replacement **camper vans** can often be difficult, if not impossible, to locate.

- repatriation of **your camper van** to **your private address** or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **your motorhome** cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the **market value** of **your camper van**.
- emergency repairs to make your vehicle secure again if the windows, windscreen or locks of your vehicle have been damaged by somebody trying to break into it. In this instance **you** must obtain a police report.
- passing an urgent message from our control centre to your relatives or a close business colleague if **your camper van** cannot be moved as it has broken down or been in an accident, damaged by **fire** or stolen.
- if **your camper van** cannot be reasonably repaired as a result of **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 indemnity against Continental or Irish Customs claims for any liability for duty claimed. This does not include any import duties that do not relate to **your camper van**.

Whilst **you** are abroad **we** may, at our discretion, offer **you** or any permitted driver:

- overnight accommodation expenses for the driver and passengers up to £35 per person per day, subject to an overall maximum of £560 in total. This does not include, however, the cost of meals or drinks.

**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 XV

## Comfort Legal Protection

The cover under this section is provided by ARAG plc.

Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818.

ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited. ARAG 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. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

## Definitions

The following definitions apply to this section only. If a term below is also defined in the general definitions section on page 5 of the policy, the definition below replaces the general definition for the purposes of this section.

## Appointed advisor

The solicitor or other advisor appointed by us to act on your behalf.

## Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees on the basis of 100% “no-win no-fee”

## Conditional fee agreement

A legally enforceable agreement between you and the appointed advisor for paying their professional fees on the basis of 100% “no-win no-fee”.

## Insured vehicle

The motorhome, motor caravan, campervan or van with side window specified in the motor insurance policy bought at the same time as this insurance and any trailer attached to it.

## Insured vehicle

The motorhome, motor caravan, campervan or van with side window specified in the motor insurance policy bought at the same time as this insurance and any trailer attached to it.

## Insurer

ARAG Legal Expenses Insurance Company Limited

## Legal costs & expenses

- Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis, and agreed in advance by us. The term “standard basis” can be found within the Court’s Civil Procedure Rules Part 44.3.
- In civil claims, other side’s costs, fees and disbursements where you have been ordered to pay them or you pay them with our agreement.

## Reasonable prospects of success

- Other than set out below, a greater than 50% chance of you successfully pursuing or defending the claim and, if you are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- In criminal prosecution claims where you:
  - plead guilty, a greater than 50% chance of reducing any sentence or fine or
  - plead not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of you being successful.

Where it has been determined that reasonable prospects of success do not exist, you must pay any legal costs incurred if you proceed with your claim irrespective of the outcome.

## Replacement hire vehicle

A replacement vehicle as decided by us or agents on our behalf supplied to you in the event of a claim under this section of the policy.

## Territorial limit

- For Insured events 1., 2., and 3., the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland, and countries in the European Union.



## Section XV (cont.)

- For Insured event 4., England and Wales, the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey, and Guernsey.

### Vehicle hire costs

The cost of hiring a replacement vehicle, where the arrangements for hire are made by us while the insured vehicle is being repaired following a road traffic collision that is entirely the fault of another party.

### We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer.

### You/Your

- The person(s) named in the motor insurance policy schedule to which this policy attaches.
- Any legally insured driver, or passenger in or on an insured vehicle with the consent of the person named above.

### Legal and tax advice helpline

#### 0344 571 7977

If you have a legal or tax problem, we recommend you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

Use of this service does not count as reporting a claim.

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

Our helplines are subject to fair and reasonable use. What is fair will depend on individual circumstances. However, if our advisors believe that you are using the helpline too often, they will tell you. If following that warning, you do not reduce calls to a more reasonable level, we can refuse to accept further calls.

### Section 15 claims procedure

If you instruct your own solicitor without telling us, you will have to pay costs that are not covered by this section of the policy.

#### For claims under Insured events 1. (UK) and 4.

- Call us on **0333 000 7906** as soon as possible. This line is open 24 hours a day, 365 days a year.
- We will ask you to describe what has happened to cause damage to the insured vehicle and names and addresses of all parties involved including any witnesses.
- If the advisor believes the accident is another party's fault, we will arrange for:

- you to be contacted for help to claim back losses (such as your motor policy excess) and talk about your need and suitability for a replacement vehicle,
- our appointed advisor to contact you about claiming compensation for any injuries.

- Ensure that no contact is made with anyone else about claiming compensation for personal injury or claiming back your losses until you hear from us.

There may sometimes be circumstances, such as local unavailability, in which we are unable to provide a comparable replacement hire vehicle. In such cases we will try to provide an alternative replacement vehicle.

#### For claims under Insured events 1. (outside the UK), 2. and 3.

- A claim can be made online at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims). Alternatively, you can obtain a claim form by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or by calling us on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).

## Section XV (cont.)

- The completed application and supporting documentation can be submitted online or sent to us by email, or post. Further details are set out on our website.
- We will contact you to confirm we have received your claim application by the end of the next working day after receiving your claim application.
- Within five working days of receiving all the information needed to check your claim under this section of the policy, we will contact you either:
  - confirming cover under the terms of this policy and advising you of the next steps to progress your claim; or
  - if the claim is not covered, we will explain in full the reason(s) why, and advise whether we can assist in another way.
- When a representative is appointed by us, they will try to resolve your claim without delay.

We will check on the progress of your claim with the appointed advisor from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

### Your cover

Following an Insured event, the insurer will pay legal costs & expenses including the cost of appeals up to £100,000 for all claims related by time or originating cause where you meet all of the following requirements.

1. You keep to the terms of this section of the policy and cooperate fully with us.
2. The Insured event happens within the territorial limit.
3. The claim
  - always has reasonable prospects of success and
  - is reported to us
  - during the period of insurance and
  - as soon as you first become aware of an event which could give rise to a claim.

4. Unless there is a conflict of interest, you must always agree to use the appointed advisor chosen by us before proceedings have been or need to be issued.

5. Any dispute will be dealt with through the personal injury process online, a court or the Motor Insurers' Bureau within the territorial limit.

6. You must enter into a conditional fee agreement (unless the appointed advisor has entered into a collective conditional fee agreement with us) where this is legally permitted.

When you call us to claim under Insured events 1. and 4. we will accept your call as notification of your claim.

For claims brought against Insured events 2. and 3. below we must have received your fully completed claim application.

## Section XV (cont.)

### Insured events covered

#### 1. Claiming back losses which are not otherwise insured

An event which is another party's fault that:

- damages the insured vehicle and/or personal property in or on it, and/or
- injures or kills you whilst in or on an insured vehicle.

#### Exclusions under Insured event 1

Any claim arising from or relating to an agreement you have entered into with another party.

#### 2. Motor prosecution defence

You are served with a notice of prosecution following an alleged motoring offence.

#### Exclusions under Insured event 2

Any claim arising from or relating to:

1. an allegation or prosecution involving parking infringements or failing to pay a penalty for parking infringements
2. driving:
  - without valid motor insurance for the insured vehicle
  - without a valid driving licence
  - while using a mobile phone.

#### 3. Motor contract disputes

A breach or alleged breach of an agreement or alleged agreement which has been entered into by you for the sale, purchase, hire purchase, lease, service, repair or testing of an insured vehicle.

#### Exclusions under Insured event 3.

Any claim arising from or relating to:

1. an amount which is less than £250
2. the settlement payable under an insurance policy.

#### 4. Replacement hire vehicle

We will arrange a replacement hire vehicle for you within the territorial limit, and the insurer will pay your vehicle hire costs following a road traffic collision where another party is at fault, which immobilises your insured vehicle.

Provided that:

- you agree to us seeking to recover vehicle hire costs in your name, and any costs recovered must be paid to us
- we will choose the vehicle hire company and the type of replacement hire vehicle
- we will decide on the duration of the vehicle hire period. It will however be for a maximum of 14 continuous days or for the period of repair, whichever comes first. The replacement hire vehicle must be returned when the repair has been completed and at all times no later than the maximum period of hire permitted under this cover
- you must tell us as soon as the insured vehicle becomes available to you again
- you must meet the age and licensing rules of the vehicle hire company we choose and must follow any terms and conditions of hire.

#### Exclusions under Insured event 4.

1. Vehicle hire costs if you are claiming against a person who does not have valid motor insurance or cannot be identified or traced.
2. Vehicle hire costs where you have made your own arrangement for vehicle hire after an Insured event.

### Section 15 exclusions

You are not covered for any claim arising from or relating to:

1. costs incurred without our consent
2. any actual or alleged act, accident, omission or dispute happening before, or existing at the start of this policy, and which you knew or ought reasonably to have known could lead to a claim
3. an allegation against you involving:
  - assault, violence, road-rage or malicious falsehood
  - the carriage or use of alcohol or illegal drugs
  - illegal immigration
  - money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities

## Section XV (cont.)

4. defending a claim in respect of damages for personal injury, or loss or damage to your property
5. a judicial review
6. a dispute with us, the insurer or the party who arranged this cover not dealt with under Condition 6
7. • pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action
- a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
8. The payment of fines, penalties or compensation awarded against you; or costs awarded against you by a court of criminal jurisdiction.

### Section 15 conditions

Where the insurer's risk is affected by your failure to keep to these conditions the insurer can refuse a claim or withdraw from an ongoing claim. The insurer also reserves the right to claim back legal costs & expenses from you if this happens.

### Your responsibilities

You must:

- tell us immediately of anything that may make it more costly or difficult for the appointed advisor to resolve the claim in your favour
- cooperate fully with us, give the appointed advisor any instructions we require, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back legal costs & expenses and, where recovered, pay them to the insurer
- allow the insurer at any time to take over any claim in your name.

### Freedom to choose an appointed advisor

• In certain circumstances as set out below you may choose an appointed advisor. In all other cases, no such right exists and we shall choose the appointed advisor.

• If:

- a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against you, or

- there is a conflict of interest

you may choose a qualified appointed advisor.

• Where you wish to exercise the right to choose, you must write to us with your preferred representative's contact details

• Where you choose to use your preferred representative, the insurer will not pay more than we agree to pay a solicitor from our panel and will pay only the costs that the insurer would have been liable to pay. (Our panel solicitor firms are chosen with care and we agree special terms with them, including rates which may be lower than those available from other firms.)

• If you dismiss the appointed advisor without good reason, or withdraw from the claim without our written agreement, or if the appointed advisor refuses with good reason to continue acting for you, the insurer's liability in respect of that claim will end immediately.

### Consent

• You must agree to us having sight of the appointed advisor's file relating to your claim. You are considered to have provided consent to us or our appointed agent to have sight of their file for auditing and quality control purposes.

• A claim can only be brought with the agreement of the person who paid the premium for this policy.

### Settlement

• The insurer can settle the claim by paying the reasonable value of your claim.

• You must not negotiate or settle the claim without our written agreement.

## Section XV (cont.)

- If you refuse to settle the claim following advice to do so from the appointed advisor the insurer reserves the right to refuse to pay further costs.

### **Barrister's opinion**

We may require you to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports you, then the insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by us, then the insurer will pay for a final opinion which shall be binding on you and us. This does not affect your right under the Disputes condition below.

### **Disputes**

If any dispute between you and us arises from this section of the policy, you can make a complaint to us as described under the Section 15 complaints procedure and we will try to resolve the matter. If we are unable to satisfy your concerns you can ask the Financial Ombudsman Service to arbitrate over the complaint.

### **Other insurance**

The insurer will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.

### **Fraudulent claims and claims tainted by dishonesty**

- If you make any claim which is fraudulent or false, the policy may become void and all benefit under it may be lost.
- You must at all times be entirely truthful, accurate and open in any evidence, disclosure or statement you give and must act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that you have breached this condition and that the breach has:
  - affected our assessment of reasonable prospects of success, and/or
  - prejudiced any part the outcome of your claimthe insurer shall have no liability for legal costs & expenses incurred from the date of the breach.

### **Cancellation**

In addition to the cancellation conditions as set out under general conditions, the insurer may also cancel the policy and refund the premium for the remaining period of insurance if at any time you:

- enter into a voluntary arrangement or a deed of arrangement or
- become bankrupt, are placed into administration, receivership, or liquidation or
- have your affairs or property in the care or control of a receiver or administrator.

### **Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction**

**All legal instruments and rules referred to within the policy shall include equivalent legislation in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This policy will be governed by English law.**

### **Contracts (Rights of Third Parties) Act 1999**

**A person who is not insured under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.**

## Section XV (cont.)

### Section 15 complaints procedure

#### Step 1

ARAG is committed to providing a first-class service at all times. However, if a complaint arises, please contact **us** using the number you rang to report **your** claim. The staff handling **your** claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let you know that we are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly; we can be reached in the

following ways:

- **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

- [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

- **ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW**

#### Step 2

If **we** are not able to resolve the complaint to **your** satisfaction, then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

- **0800 0234 567** or **0300 1239 123**

- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

- **Financial Ombudsman Service, Exchange Tower, London, E14 9SR.**

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

### Privacy Statement

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view **our** full privacy statement, please see our website [www.arag.co.uk/data-legal/privacy-notice](http://www.arag.co.uk/data-legal/privacy-notice).

#### Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with the relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, we undertake that it shall only be used in accordance with **our** privacy statement.

**We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

#### Using Personal or Sensitive Information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

**We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

#### Keeping Personal Information

**We** shall not keep personal information for any longer than necessary.

#### Your Rights

Any person insured by this section of the **policy** has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

# Section XV (cont.)

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

# general exclusions

## general exclusions apply to the whole of your policy

Your policy does not cover the following:

**We** will not pay for:

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 your **certificate of motor insurance**; or
  - b. driven by or is in the charge of any person for the purposes of being driven who; or
    - is not described under the section of your **certificate of motor insurance** headed 'Person or classes of persons entitled to drive'; or
    - does not have a valid and current licence to drive **your camper van**; or
    - is not complying with the terms and conditions of the licence; or
    - does not have the appropriate licence for the type of vehicle; or
    - who causes accident, injury, loss or damage arising from a deliberate act

**We** will not withdraw this cover,

- i. while **your camper van** 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
  - ii. if the injury, loss or damage was caused as a result of the **theft of your camper van**.
  - 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, revolution 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 (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
6. 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.
7. any loss or damage arising from a deliberate act by you or any person driving or using **your camper van**.

# general conditions

**general conditions apply to the whole of your policy**

**Claims procedure**

- 1. 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 **you** 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
- 2. **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.

**Cancellation**

- 3. (a) Your right to cancel

Following the expiry of your statutory cooling off period, **you** continue to have the right to cancel this policy and/or any additional cover options provided by Aviva at any time during its term. If **you** do so, **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.

It is drawn to your attention that short period premium rates will apply during the first year of your policy, on the basis of the table shown below:

Period not exceeding	Percentage of annual premium charged
One month	25%
Two months	30%
Three months	40%
Four months	50%
Five months	60%
Six months	70%
Seven months	80%
Eight months	90%
Over eight months	100%

If **you** decide to cancel after the first year of your policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** received cover, and Comfort Insurance will also charge a fee of £30.00 if the policy is cancelled within the 14 day cooling off period or £35.00 thereafter to cover our administrative costs (plus Insurance Premium Tax, where applicable).

**(b) Our right to cancel**

**We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options provided by Aviva, where there is a valid reason for doing so, by sending at least 7 days' written notice to your 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 **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options provided by Aviva from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where the **persons insured** fail 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 and/or any additional cover options provided by Aviva 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 there will also be a fee of £30.00 if the policy is cancelled within the 14 day cooling off period or £35.00 thereafter to cover our administrative costs (plus Insurance Premium Tax, where applicable).

**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

4. 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 condition does not apply to personal accident benefits under Section III which will be paid under that section.

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

5. **You** shall at all times take all reasonable steps to safeguard **your camper van** from loss or damage. **You** shall maintain **your camper van** in efficient condition and **we** shall have, at all times, free access to examine **your camper van**.

## Your duty to comply with policy conditions

6. Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and **clauses** of this policy.

## Fraud

7. 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

8. 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

9. 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.

## Change of storage location

10. **You** must tell **us** immediately if **you** are intending to store **Your camper van** for a period in **excess** of 48 hours at an address other than the **storage location** disclosed to **us** in **your statement of fact** or at an approved **storage location**. This will not apply if **you** are using **Your camper van** at the time. If **you** fail to notify **us** of any such change of **storage location** your policy may be voided or any claim may be declined.

## Change of circumstances

11. **You** must tell **us** immediately if **your camper van** belongs to anyone else or is being **used** regularly by another person. **You** must also notify **us** if **your camper van** is up for sale at premises other than **your private address**.

## Mileage

12. **We** reserve the right to establish the mileage on **your camper van** at any time where your policy has been rated on a selected annual mileage. Where the annual mileage has been exceeded your premium will be increased to that which applies to that mileage. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

## Security devices

13. If the premium for **your camper van** has been based on the vehicle being fitted with an approved security device, evidence of the competent installation of the device will be required if a claim is notified. In the case of tracking devices, evidence of a current air-time agreement will be required.

## Long Term Touring & Full Timing

14. This policy is subject to the following conditions:

**Policyholders** must maintain a full UK residence, either through ownership or long term rental agreement (of at least 9 months).

The address shown on the **policy schedule** must be the one at which the **policyholder** is on the electoral roll, and also the one that appears on the driving licence and vehicle documentation.

**Your camper van** must at all times have a valid MOT certificate (unless not required due to age of the vehicle) and current UK Road Fund Licence.

Should a copy of a utility bill (as evidence of residence at the address) be requested at any time (inception, mid-term, renewal, in the event of a claim) then one must be provided.

## Important Notice – Information we need to know about

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

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.

## 16. Licence Checking

It is **Your** responsibility to ensure that **You** have the correct licence to drive the size of the **Camper van** insured under this **Policy**. **You** must also check the driving licence of **your domestic partner**, or anyone shown on **Your Certificate of Motor Insurance** as being entitled to drive **Your Camper van** 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

# 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.

## 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. **You** can write or telephone, whichever suits **you**, and ask your contact to review the problem.

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 landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://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 **E-Mail** [info@comfort-insurance.co.uk](mailto:info@comfort-insurance.co.uk)

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