

# Motor Car Insurance Policy

2017

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# Welcome to your Motor Car Insurance Policy

## **Dear Member**

Welcome and thank you for choosing to insure under the Club's Motor Car Insurance scheme.

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

This Motor Car Insurance policy is underwritten by the Insurer/Underwriter named in the schedule.

# Easy index

## Accidents

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

*Phone 0345 604 4461*

## Audio equipment

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## Camping equipment and awnings

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*See your Certificate of Motor Insurance*

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## Personal Accident benefits

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*Page 15*

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*Page 15*

# Your policy

## The contract of insurance

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

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

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

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

## Renewal of the contract of insurance

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

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

## Information and changes we need to know about

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

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

If you are in any doubt, please contact the Club's Motor Service Department on 0345 300 4290.

When we are notified of a change, we will tell Devitt Insurance Services Limited if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

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

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

## How to read your policy

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

## Cooling off Period – Rights of cancellation

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

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

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

To exercise your right to cancel, please contact the Club's Motor Service Department on 0345 300 4290.

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

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

## Choice of Law

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

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

## Customers with Disabilities

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

## Use of Language

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

# Definitions

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

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

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

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

**Excess:** The amount you must pay towards any claim.

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

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

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

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

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

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

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

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

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

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

## Your cover

If the cover you have chosen is:

### **Comprehensive –**

All sections of the policy wording apply.

### **Third party, fire and theft –**

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

### **Third party only –**

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

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



# Section 1

## Liability to other people

### 1(a) Cover for you

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

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

This cover also applies to any accident involving a **trailer** or broken down motor vehicle which **you** are towing and to any claim arising from an accident in connection with a caravan hired to, or owned by **you**, which is detached from **your motor car**.

### 1(b) Driving other vehicles

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

This cover only applies if:

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

#### What is not covered

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

### 2 Cover for other people

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

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

### 3 Legal costs

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

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

## 4 Emergency medical treatment

We will pay:

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

## 5 Our right to get back what we have paid

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

## Exceptions to Section 1

### What is not covered

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

#### (a) Terrorism

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

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes (b) any action taken in controlling, preventing, suppressing or in any other way relating to (a) above.

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

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

## Section 2

### Fire and Theft

#### What is covered

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

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

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

#### What is not covered

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

## Section 3

### Windscreen damage

#### What is covered

We will pay:

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

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

#### The most we will pay

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

#### What is not covered

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

## Section 4

### Damage to your Motor Car

#### What is covered

If **your motor car** is lost or damaged, **we** will:

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

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

#### What is not covered

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

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

## 1 Hire purchase, leasing and other agreements

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

## 2 Parts which are not available

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

## 3 Removal and delivery

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

## 4 Repairs

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

## 5 Total loss of your Motor Car

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

## 6 Non-manufacturer parts

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

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

### What is not covered

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

## Section 5

### Extra cover

#### 1 Personal Accident benefits

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

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

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

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

#### 2 Medical expenses

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

#### 3 Overnight accommodation and travelling expenses

If **you** are deprived of the use of **your motor car** following an accident or loss covered under Section 4 Damage to your Motor Car of this policy or if **you** are deprived of the use of the caravan or trailer tent **you** are towing following an accident, **we** will contribute up to £200 for:

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

NB: **You** will need to provide receipts in order to claim under this section.

#### What is not covered

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

#### What is not covered

- The cost of meal's and / or drinks.
- Any amount over £200 for any one incident.

## 4 Clothing and personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on **your motor car**.

We will pay for loss of, or damage to, camping equipment and awnings (when carried in or on **your motor car** or the caravan or trailer tent towed by **your motor car**).

### What is not covered

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

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

Loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities or goods and samples carried in connection with any trade or business;
- property more specifically insured under any other policy.
- Any amount over £500.



## Section 6

# Territorial limits and using your Motor Car abroad

### 1 Territorial limits

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

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

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

### 2 Policy cover abroad

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

- **your motor car** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- use of **your motor car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 270 days in any one **period of cover**

**your motor car** will also be covered while being carried by a recognised carrier

- between any countries to which the insurance applies provided the journey does
- not take longer than 65 hours under normal conditions.

### 3 Customs duty

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

## Section 7

### No Claim Discount

If **you** do not claim during the **period of cover**, **we** will reduce **your** renewal premium in line with **our** no claim discount scale.

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

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

The following will not affect **your** No Claim Discount:

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

## Section 8

### No Claim Discount Protection

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

## Section 9

### Replacement car following a claim

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

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

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

#### **What is not covered**

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

## Section 10

### Caravanning Events

**We** will insure **your motor car** whilst being used for any caravanning or camping event and any other event organised by the Caravan and Motorhome Club.

## Section 11

### New Motor Car Cover

If **your motor car** is less than 12 months old and **you** have been the first and only registered keeper and legal owner, **we** will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the **policy** and the cost of repairing it will be more than 60% of the last United Kingdom list price as new (including taxes).

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

If a suitable replacement **motor car** is not available, **we** will settle the claim by one of the methods shown in Section 4 Damage to your Motor Car.

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

## Section 12

### Loss of Excise Licence (tax disc)

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

## Section 13

### Motor Car Service and Parking Cover

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

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

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

## Section 14 Replacement Locks

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

### **What is not covered**

The first £100 of any claim.

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

## Section 15 Child Seat Cover

If **you** have a child seat fitted in **your motor car** and **your motor car** is involved in an accident or damaged following fire or theft **we** will pay towards the cost of replacement even if there is no apparent damage, subject to **you** making a claim under Section 2 or Section 4 of your policy.

### **What is not covered**

Any amount over £100 for any one incident.

# General Exceptions which apply to all Sections

You are not covered for any of the following

## 1 Who uses your Motor Car

Any injury, loss or damage which takes place while **your motor car** is being:

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

This exception does not apply if **your motor car** is:

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

## 2 Contracts

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

## 3 Radioactivity

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

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

## 4 War

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

## 5 Riot

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

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

## 6 Earthquake

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

## 7 Use on airfields

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

## 8 Pollution

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

# General Conditions which apply to all Sections

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

If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

## 1 Your duty

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

## 2 Accidents and losses

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

## 3 Claims procedure

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

## 4 Other insurance

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

## 5 Taking care of your Motor Car

**You** must:

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

## 6 Motor Car sharing

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

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

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

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

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

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.



## General Conditions which apply to all Sections continued

- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that the vehicle is used.
- If **you** change your **motor car**;
- If **you** become aware of any medical or physical condition of any driver which may affect their ability to drive;
- if **you** change the address at which **you** normally keep **your motor car**; or
- If **you** change jobs.

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

- **your** insurer may cancel **your policy** and refuse to pay any claim, or
- **your** insurer may not pay any claim in full, or
- **your** insurer may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

### 8 Fraud

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

If **you** or anyone acting for **you**:

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

then **we**:

- will not pay the claim
- may at **our** option invoke the policy

cancellation clause

- may recover from **you** the amount of any claim paid in relation to the incident
- will not make any return of premium
- may inform the police of the circumstances.

### 9 Suspending your cover

**We** will not permit **you** to suspend **your** cover.

### 10 How to make a Claim

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

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

### 11 Data Protection Notice

Please refer to the Data Protection Notice provided by **your** insurer either in the proposal form / statement of fact or the **schedule**, which contains important information about the use of **your** personal details.

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

By taking out this insurance policy, **you** confirm that **your** personal information may

be used in the way set out. As the terms of the Data Protection Notice will also apply to anyone else insured under **your policy**, **you** should also show the Data Protection Notice to anyone else whose name **you** give **us** in connection with **your policy**.

### 12 Cancelling your policy

After the 14 day statutory cooling-off period, **you** can still cancel this **policy** at any time. If **you** do so, **you** will be entitled to a refund of the premium paid, 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. In addition a cancellation charge will be made by us as outlined in our Terms of Business. To exercise **your** right to cancel, please contact Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP.

#### Our rights to cancel your insurance

**Your** insurer or **Devitt Insurance Services Limited** may cancel this **policy** by sending 7 days notice to **your** last known address if:

- **you** don't pay the premium or an instalment when **Devitt Insurance Services Limited** have notified **you** that the outstanding amount is required by a specific date;
- **you** or anyone else covered by this insurance hasn't met the terms and conditions in this document of motor car insurance including those shown on **your** schedule;
- **you** have not provided the requested documentation, e.g. proof of bonus or membership number;
- a change in **your** circumstances means that **we** can no longer provide cover;
- **we** identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which **you're** not entitled, see General conditions;

- **you** behave in a manner that makes it inappropriate for **us** or **Devitt Insurance Services Limited** to continue your insurance, e.g. if **you** harass or show abusive or threatening behaviour towards our staff;

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

The insurance will end immediately the 7 days' notice runs out. But if **you've** just taken out the policy or renewed with **us** and the premium is unpaid, we'll cancel your insurance from the start/renewal date.

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

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

### 13 Parties to this contract

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

## How to make a complaint

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

**You** should write to:

Customer Satisfaction Manager  
Devitt Insurance Services Limited  
North House  
St Edwards Way  
Romford  
Essex  
RM1 3PP  
Telephone No. 0345 300 4290

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

The address and telephone number is as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone No. 0300 123 9 123 or  
0800 023 4567

Email:  
complaint.info@financial-ombudsman.  
org.uk

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

If having referred the matter to the insurer, **you** receive either a final response letter regarding **your** complaint or it is eight weeks since **you** raised **your** complaint (whichever is sooner) and **you** still remain dissatisfied, short of court action, **you** can do the following:

- a) If **your** insurer is not a member of Lloyd's, approach the Financial Ombudsman Service for assistance at the address previously shown.
- b) If **your** insurer is a member of Lloyd's, refer the complaint to:

Policyholder & Market Assistance  
Lloyd's Market Services  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham, Kent  
ME4 4RN

Telephone No. 01634 392000  
Facsimile: 01634 830275  
E-mail: complaints@lloyds.com

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

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.

## Regulation and Compensation

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

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

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

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

# Notes

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## **Customer Service**

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

0345 300 4290

## **Claims**

0345 604 4461

## **Glass repair & replacement**

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

Calls may be recorded.

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