

# Your Club Care Mobility Insurance Policy Booklet



[www.clubcareinsurance.com](http://www.clubcareinsurance.com)

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## Introduction to Club Care

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**We** would like to thank **You** for taking out this Mobility Scooter Insurance through Club Care Insurance Services (“Club Care”) and to welcome **You** as a valued customer.

Club Care’s insurance is not only competitive but also specially designed for owners of Mobility **Units**. **We** hope **You** will remain a customer for many years and that Club Care’s service and quality of cover will tempt **You** to consider **Us** for **Your** caravan, trailer, holiday home, camping, park home, household, motor or motorhome insurance needs. **You** can contact Club Care via telephone on 01277 243000, the Internet at [www.clubcareinsurance.co.uk](http://www.clubcareinsurance.co.uk) or by post at 2nd Floor Juniper House, Warley Hill Business Park, The Drive, Great Warley, Brentwood CM13 3BE.

### Who We are

Club Care is a trading name licensed to Vantage Insurance Services Limited (“VISL”) by The Camping and Caravanning Club. VISL arranges insurance for members of the Club. VISL is a subsidiary of Vantage Holdings Limited and is authorised and regulated by the Financial Conduct Authority. VISL is registered in England No. 3441136. Registered Office: 41 Eastcheap, London, EC3M 1DT. VISL acts on behalf of **Insurers** who have authorised VISL to issue and administer **Your** policy and to hold premium and claim monies as their agent, which provides customers with additional protection.

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## Customer Service

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**Our** objective is to give an excellent service to all **Our** customers and to deal with any claim helpfully, promptly and fairly. **You** can help **Us** to achieve this objective by:

- reading this policy wording together with the enclosed **Evidence of Insurance** without delay;
- contacting **Us** immediately if **You** have any questions;
- keeping **Your** documents in a safe place;
- letting **Us** know if **You** change address or replace **Your Unit**;
- telling **Us** if the sums insured are not up to date as they represent the maximum **Insurers** will pay

### Making Claims

To make a claim please contact **Us** using the address details shown inside the front cover of this policy booklet or in **Your Evidence of Insurance**.

Claims paid by **Insurers** will be subject to the conditions set out in this policy, including the following procedures:

- i) **You** must report to **Us** any loss, damage, **Incident** or claim or any occurrence likely to give rise to a claim and of the institution of any proceedings being brought against **You**, as soon as possible but no later than 7 days after discovery of the **Incident**.
- ii) A completed claim form must be returned within 30 days of discovery of the **Incident**. If **You** experience difficulty in obtaining estimates these may be provided separately.
- iii) **You** must, in the event of theft or other malicious **Incident** give immediate notice of loss to the Police.
- iv) **You** must send copies of every letter, writ or document to **Us** immediately upon receipt.
- v) **You** or any person claiming coverage must give all information and assistance to **Us** and unless **Your** claim is for repairs to **Your Unit** where the total cost is not likely to exceed £100, not negotiate, pay, settle, admit or repudiate any claim without the **Insurers'** written consent.
- vi) No property may be abandoned to the **Insurers**.

In the event of damage to **Your Unit** resulting in a possible claim, where the total cost of repairs is not likely to exceed £100, **You** may proceed with the repairs without reference to **Us** but **You** must submit the receipted invoice and complete a claim form for **Insurers'** consideration.

Please look after **Your Unit** and other belongings and follow manufacturers' recommendations to ensure they are maintained properly. This will help avoid unnecessary loss or damage and helps **Us** to retain highly competitive premiums.

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## Customer Service (continued)

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### Complaints

**We** recognise that on occasion things can go wrong and if **You** are unhappy with **Our** service, please let **Us** know using the contact details shown inside the front cover of this policy booklet or in **Your Evidence of Insurance**. On receiving **Your** complaint **We** will send a full response within 5 working days or tell **You** within that time when **You** can expect a response.

If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction **You** may be entitled to refer **Your** matter to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile. Please be aware that the Ombudsman will only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it.

### Financial Services Compensation Scheme

**Insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **Insurers** cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information about compensation scheme arrangements is available from the FSCS on their website at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on 0800 678 1100 or 0207 741 4100.

### Disclosure

**You** must immediately inform **Us** of any convictions or prosecutions suffered by **You** and **Your Family**, other than motoring offences.

### Cooling-Off Period

**You** have a right to cancel **Your** policy during a period of 14 days from the day of the purchase of the contract or the day on which **You** receive **Your** policy documentation, whichever is the later. There may be a cancellation charge should the policy have been in force.

If **You** wish to cancel **Your** policy after the Cooling-Off Period, please refer to the cancellation conditions under Conditions Applicable to all Sections of the Policy, which can be found by reference to the Index.

### Insurers' Rights

**Insurers** may, at their discretion, take over the defence and settlement of any claim, and at any time, in **Your** name or that of any other person entitled to coverage, seek recoveries and indemnities from other parties. **You** must give to **Insurers** such information, assistance and copies of documents as they require as soon as possible.

### Law Applicable to Contract

**Your** policy will be governed by and construed in accordance with English Law. The language and all communications with **You** will be in English.

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## Definitions

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The definitions of certain words, shown below, have specific meanings whenever they appear in **bold** in this booklet.

<b>Accidental Death</b>	Means death caused solely and directly by violent external and visible means which injury shall independently of any other cause be the sole and direct cause of death.
<b>Europe</b>	Any country that is a member State of the European Union, Andorra, Croatia, Faroe Islands, Gibraltar, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Vatican City and transits between those areas.
<b>Evidence of Insurance</b>	The document providing evidence of <b>Your</b> contract of insurance with <b>Insurers</b> and identifying the details on which <b>Insurers</b> have based the terms and conditions of this insurance as well as the Sections and amount of cover <b>You</b> have bought.
<b>Excess</b>	The amount of any one claim (for each separate <b>Incident</b> ) that <b>You</b> pay and is set out in <b>Your Evidence of Insurance</b> .
<b>Family</b>	<b>Your</b> spouse or partner and children, including foster children.
<b>Home</b>	Within the private area of the house or flat where <b>You</b> reside at the address identified in <b>Your Evidence of Insurance</b> .
<b>Incident</b>	A sudden, unexpected, specific event which occurs at an identified time and place resulting in injury, loss or damage.
<b>Insurers</b>	The <b>Underwriters</b> who are <b>Your Insurers</b> as set out in <b>Your Evidence of Insurance</b> .
<b>Unit</b>	The manually or electrically propelled wheelchair or mobility scooter, together with any fixed accessories, shown in <b>Your Evidence of Insurance</b> and designed to carry a person at speeds no greater than 8 miles per hour.

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## Definitions (continued)

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<b>Market Value</b>	<b>Market Value</b> is a basis of cover where <b>Insurers</b> will calculate <b>Your</b> loss according to the cost of replacing <b>Your Unit</b> and <b>Personal Effects</b> with items of a similar type and age, less a deduction for wear, tear and/or depreciation. <b>Insurers</b> will take account of wear and tear and/or depreciation when settling a claim on a <b>Market Value</b> basis. For <b>Your Unit</b> the <b>Market Value</b> will be based on information available from dealers or other recognised sources of information such as the Internet. The maximum amount <b>Insurers</b> will pay will be limited to the sum insured shown in <b>Your Evidence of Insurance</b> .
<b>New for Old</b>	<b>New for Old</b> is a basis of cover where <b>Insurers</b> calculate <b>Your</b> loss according to the cost of a new replacement, or the nearest equivalent. <b>New for Old</b> cover applies when <b>Your Unit</b> is replaced; any cash settlement will be on a <b>Market Value</b> basis only. If, at the time of the loss, the sum insured for <b>Your Unit</b> is less than 90% of the cost of a new replacement or nearest equivalent then the basis of cover will revert to <b>Market Value</b> . The maximum amount <b>Insurers</b> will pay will be limited to the sum insured shown in <b>Your Evidence of Insurance</b> irrespective of the basis of cover.
<b>Period of Insurance</b>	The length of time, shown on <b>Your Evidence of Insurance</b> , during which cover applies.
<b>Personal Effects</b>	Wearing apparel and articles specifically designed to be worn or carried on the person. <b>Personal Effects</b> does not include money, household goods, deeds, securities, documents, dentures, hearing aids, corneal lenses, mobile phones or any electrical goods, articles of jewellery, precious stones, gold, silver or other precious metal.
<b>Premium</b>	The payment <b>You</b> make in return for <b>Insurers</b> giving <b>You</b> insurance.
<b>Third Party</b>	Any person other than <b>You</b> , a member of <b>Your Family</b> or an employee of <b>You</b> or <b>Your Family</b> .
<b>Unattended</b>	Not supervised in close proximity by <b>You</b> or a responsible adult on <b>Your</b> behalf.

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## Definitions (continued)

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<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man, including transits between those areas.
<b>Our / Us / We</b>	The administrators of this insurance.
<b>You / Your</b>	The name of the person appearing in the <b>Evidence of Insurance</b> .

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## The Cover

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Please read **Your Evidence of Insurance** together with this policy to identify the sections and amount of cover **You** have bought.

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### Territorial Limits

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Cover is provided for **Incidents** occurring in the **United Kingdom** and other countries identified in **Your Evidence of Insurance**. However cover for Section four (Liability to the Public) and Section five (Court Awards) excludes awards made in countries outside the **United Kingdom** and **Europe**.

If **You** need insurance for countries not listed in **Your Evidence of Insurance**, please write to or telephone **Us** for a quotation.

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## Section one - Unit and Personal Effects

What is covered	What is not covered
<p><b>Basic Cover</b> Physical loss or damage to <b>Your Unit</b> and <b>Personal Effects</b> directly resulting from an insured <b>Incident</b> during the Period of Insurance.</p> <p>In the event of an <b>Incident</b> that renders <b>Your Unit</b> unusable <b>Insurers</b> will pay for:</p> <ul style="list-style-type: none"> <li>a) the cost of removing the <b>Unit</b> to the nearest repairer or place of safekeeping</li> <li>b) the cost of transportation after repair to <b>Your Home</b> or other temporary residence</li> <li>c) storage charges <b>You</b> incur whilst awaiting repair or disposal</li> </ul> <p>Any replacement <b>Unit</b> will be automatically covered up to the amount <b>You</b> paid for it for a period of 14 days from the day <b>You</b> take delivery of the new <b>Unit</b>, pending notification to <b>Us</b>.</p>	<p><b>Insurers</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) The <b>Excess</b></li> <li>b) Theft of an <b>Unattended Unit</b> unless the keys have been removed and taken away and the following additional protections are in force: <ul style="list-style-type: none"> <li>i. <b>Units</b> left in a public place or in the open for more than an hour have been padlocked to an immovable object with a stout chain and secure padlock and;</li> <li>ii. <b>Units</b> left overnight or for more than twelve hours have been placed inside locked accommodation or locked garage or a securely locked container.</li> </ul> </li> <li>c) Loss or damage to <b>Personal Effects</b> unless, at the time of the <b>Incident</b>, they are with <b>You</b> and <b>You</b> are using <b>Your Unit</b>.</li> <li>d) Depreciation, deterioration, manufacturing defects, general wear and tear, damage by domestic pets, moth, vermin, rot, frost, water leakage or any gradually operating process such as rust or damp.</li> <li>e) Any form of breakdown of <b>Your Unit</b> or failure of <b>Your Unit</b> to operate correctly unless as a direct result of an insured <b>Incident</b> causing physical damage to the exterior of <b>Your Unit</b>.</li> <li>f) Damage to tyres, unless resulting from an insured <b>Incident</b> to the <b>Unit</b> or by vandalism.</li> <li>g) Any claim which arises from deception (including theft of a <b>Unit</b> by someone taking it away with <b>Your</b> permission), or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument.</li> <li>h) Any claim arising out of the cessation of any business for any reason including liquidation, insolvency or bankruptcy.</li> <li>i) Any cover for a replacement <b>Unit</b> unless <b>You</b> have told <b>Us</b> about it within 14 days together with details including make, model, year and serial number and <b>You</b> have paid any <b>Premium</b> due as a result of the change.</li> </ul>

# The Cover (continued)

## Section one - Unit and Personal Effects (continued)

What is covered	What is not covered
<p>The maximum amounts <b>Insurers</b> will pay under the Basic Cover of this Section are set out in <b>Your Evidence of Insurance</b>.</p>	<p>Please also see the General Exclusions that are in addition to these exclusions.</p> <p>Refer to the index on page 3 to find General Exclusions.</p>
<p><b>Enhanced Cover Extensions</b> (Only covered if <b>Your Evidence of Insurance</b> shows it is included and <b>You</b> have paid a <b>Premium</b> for it).</p> <p><b>A) Manual Wheelchair</b> <b>Insurers</b> will extend the definition of <b>Unit</b> to include one manual wheelchair belonging to <b>You</b> in addition to <b>Your</b> declared <b>Unit</b>.</p> <p>The maximum <b>Insurers</b> will pay under item A) is £1,000 in total in the <b>Period of Insurance</b>.</p> <p><b>B) Unit Adaption or replacement</b> If, as a direct result of an <b>Incident</b> that is covered under Section one - Basic cover, <b>You</b> suffer an injury that disables <b>You</b> such that <b>You</b> are no longer able to use <b>Your Unit</b>, <b>Insurers</b> will pay the necessary costs of adapting <b>Your Unit</b> to provide <b>You</b> with the means to use it. If <b>Your Unit</b> cannot be adapted <b>Insurers</b> will pay for the cost of a suitable replacement <b>Unit</b> after deducting the value of <b>Your</b> existing <b>Unit</b>.</p> <p>The maximum <b>Insurers</b> will pay under item B) is £3,000 in total in the <b>Period of Insurance</b>.</p>	<p><b>Insurers</b> will not pay any costs under section one B) (Alternative Mobility Vehicle) unless <b>You</b> have provided an independent medical report to substantiate <b>Your</b> claim. <b>Insurers</b> at their discretion may request a further medical report at their expense.</p>
<p>The maximum amount <b>Insurers</b> will pay under the Enhanced Cover Extensions of this Section is £4,000 in total in the <b>Period of Insurance</b>.</p>	<p>Please also see the General Exclusions that are in addition to these exclusions.</p> <p>Refer to the index on page 3 to find General Exclusions.</p>

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## The Cover (continued)

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### **Basis of Settlement for claims made under Section one**

**Insurers** will not pay any more than the sums insured, will only settle claims according to the basis of cover and will only pay for costs **You** have actually incurred or **We** have authorised as a result of a loss covered under the terms of this policy. The point at which the cost to repair a **Unit** becomes uneconomical is subject to many factors and this decision will be made solely at the discretion of **Insurers** as will the decision to carry out specialist repairs where appropriate or to replace parts.

The available bases of cover are “**Market Value**” or “**New for Old**”. The full meaning of these can be found under “Definitions” in this policy booklet. The Index on page 3 provides the page number.

Both the basis of cover and the sums insured applying to **You** are set out in the **Evidence of Insurance**.

It is very important that:

- the basis of cover meets **Your** needs and;
- the sums insured are adequate.

If **You** have any concerns about the basis of cover or the sums insured, please contact **Us** for help as soon as possible. **Our** contact details are shown at the beginning of this policy booklet.

In the event of a total loss of **Your Unit** from whatever cause, **Insurers** will only settle **Your** claim after **You** have provided proof that **You** owned the **Unit** at the time of the **Incident**. **We** recommend **You** retain any purchase receipts.

Where a claim for damage results in the **Unit** or accessories needing new parts and these are found to be obsolete or unobtainable then the claim will be limited to the last known list price of the part, together with the appropriate fitting charge.

# The Cover (continued)

## Section two - Breakdown Costs

This Section is only covered if **Your Evidence of Insurance** shows it is included and **You** have paid a **Premium** for it.

What is covered	What is not covered
<p><b>Insurers</b> will pay for costs <b>You</b> incur to repair a sudden and unforeseen electrical or mechanical breakdown suffered by <b>Your Unit</b>, including the cost of necessary replacement parts.</p> <p><u>Important Condition</u>  <b>Insurers</b> have only offered this cover on the condition that <b>Your Unit</b> is serviced and maintained in accordance with the manufacturer's recommendations at all times.</p>	<p><b>Insurers</b> will not pay for the <b>Excess</b> or any costs:</p> <ul style="list-style-type: none"> <li>a) not approved by <b>Us</b> or <b>You</b> have not incurred.</li> <li>b) that are insured under another Section of this Policy.</li> <li>c) for any mechanical or electrical breakdown directly caused by damage to the exterior of <b>Your Unit</b>.</li> <li>d) unless, at the time of the breakdown, <b>Your Unit</b> had been serviced and maintained in accordance with the manufacturer's recommendations.</li> <li>e) covered by an existing manufacturer's or dealer's warranty period or within three months of <b>Your</b> purchase of a second hand or reconditioned <b>Unit</b>.</li> <li>f) directly resulting from a fault known by <b>You</b> when beginning the first journey of the day.</li> <li>g) for the same or a similar fault or cause of breakdown resulting in a claim within the preceding 28 days.</li> <li>h) for loss of or damage to tyres, batteries, brake linings or light bulbs.</li> <li>i) for remedying or making good wear and tear and gradual deterioration whether by wasting, grooving, rust, corrosion, erosion or otherwise for the cost of maintenance work generally.</li> <li>j) arising from damage caused by the application of any tool or process to the <b>Unit</b> in the course of maintenance, inspection, repair, alteration, modification or overhaul.</li> </ul>
<p>The maximum amount <b>Insurers</b> will pay is shown in <b>Your Evidence of Insurance</b>.</p>	<p>Please also see the General Exclusions that are in addition to these exclusions. Refer to the index on page 3 to find General Exclusions.</p>

# The Cover (continued)

## Section three - Loss of Use

What is covered	What is not covered
<p>If loss or damage covered in Sections one or two directly results in the <b>Unit</b> being unusable then <b>Insurers</b> will pay expenses and a mobility allowance as set out in parts 1) and 2) below.</p> <p><u>Important Condition</u>  <b>Insurers</b> have only offered cover under this section on condition that immediate steps are taken for <b>Your Unit</b> to be repaired or replaced as soon as <b>You</b> are aware it is unusable and that <b>You</b> immediately advise <b>Us</b>.</p>	<p><b>Insurers</b> will not pay any expenses or mobility allowance:</p> <ol style="list-style-type: none"> <li>a) unless <b>Your Unit</b> is unusable as a direct result of an <b>Incident</b> that is covered under section one or two of this Policy.</li> <li>b) resulting from the failure of <b>Your Unit</b> to operate due to a flat battery.</li> </ol>
<p>1) Expense of getting <b>You Home</b>  <b>Insurers</b> will reimburse <b>You</b> for the cost of travel expenses incurred to arrange for the transport of:</p> <ol style="list-style-type: none"> <li>a) <b>You</b> and;</li> <li>b) <b>Your Unit</b> and;</li> <li>c) a relative or friend needed to accompany <b>You</b></li> </ol> <p>from the place where <b>Your Unit</b> became unusable to the starting point or destination of the journey <b>You</b> were undertaking on <b>Your Unit</b> when it became unusable.</p>	<p><b>Insurers</b> will not pay any costs:</p> <ol style="list-style-type: none"> <li>1. <b>You</b> have not incurred</li> <li>2. If <b>You</b> have previously claimed travel expenses more than twice before during this Period of Insurance</li> <li>3. To transport <b>Your Unit</b> if it has become unusable following a breakdown unless <b>You</b> have bought breakdown cover under section two</li> <li>4. Transport costs that are covered under section one</li> </ol>
<p>2) Mobility Allowance  Apart from the day on which the <b>Unit</b> becomes unusable and the next two days, <b>Insurers</b> will pay a mobility allowance of £10 for each complete day that the <b>Unit</b> remains unusable up to a maximum of 25 days in any year.</p>	<p><b>Insurers</b> will not pay a mobility allowance for the day on which the <b>Unit</b> becomes unusable or the next two days.</p>
<p>The maximum amount <b>Insurers</b> will pay is shown in <b>Your Evidence of Insurance</b>.</p>	<p>Please also see the General Exclusions that are in addition to these exclusions.</p> <p>Refer to the index on page 3 to find General Exclusions.</p>

# The Cover (continued)

## Section four - Liability to the Public

What is covered	What is not covered
<p><b>Your</b> legal liability for causing:</p> <ol style="list-style-type: none"> <li>1) Accidental death, bodily injury or illness to a <b>Third Party</b>; or,</li> <li>2) accidental damage to a <b>Third Party's</b> property;</li> </ol> <p>happening during the <b>Period of Insurance</b> and arising from the ownership or use of the <b>Unit</b>.</p> <p><b>Insurers</b> will pay:</p> <ol style="list-style-type: none"> <li>a) Damages or compensation to a <b>Third Party</b> for the injury or damage caused.</li> <li>b) A <b>Third Party's</b> legal costs incurred in claiming compensation from <b>You</b> as agreed by <b>Insurers</b> or awarded by a court or tribunal.</li> <li>c) <b>Your</b> legal costs for defending the claim as agreed by <b>Insurers</b> or awarded by a court or tribunal if incurred with <b>Insurers</b> prior written consent.</li> </ol>	<p><b>Insurers</b> will not pay for:</p> <ol style="list-style-type: none"> <li>a) any damages, compensation, costs or awards unless they have been awarded by a Court of Law within the <b>United Kingdom</b> and <b>Europe</b>.</li> <li>b) any action brought under the jurisdiction of the United States of America or Canada.</li> <li>c) any liability for which compulsory insurance or security is required for any road traffic legislation.</li> <li>d) damage to property owned by or in the custody of <b>You</b> or <b>Your Family</b>, an employee of <b>You</b> or <b>Your Family</b>, or any person to whom the <b>Unit</b> is lent.</li> <li>e) injury to any employee where the injury arises out of and in the course of such persons' employment with <b>You</b>.</li> <li>f) the legal liability of anyone who is not <b>You</b> unless <b>We</b> have agreed to this extension in writing and that person is using <b>Your Unit</b> with <b>Your</b> permission and abides by the terms of this section.</li> </ol>
<p>The maximum amount <b>Insurers</b> will pay for any one claim including all legal costs is shown in <b>Your Evidence of Insurance</b>.</p>	<p>Please also see the General Exclusions that are in addition to these exclusions.</p> <p>Refer to the index on page 3 to find General Exclusions.</p>

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## The Cover (continued)

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### Section five - Court Awards

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What is covered	What is not covered
<p><b>Insurers</b> will pay <b>You</b> all sums which <b>You</b> have been awarded in Courts of <b>United Kingdom</b> jurisdiction and which have not been paid to <b>You</b> within 3 months of the date of the award.</p>	<p><b>Insurers</b> will not pay any sum if:</p> <ul style="list-style-type: none"><li>a) the award would not have been covered under Section four had it been made against <b>You</b> rather than in <b>Your</b> favour or;</li><li>b) <b>You</b> have an appeal pending or;</li><li>c) <b>You</b> have not agreed to allow <b>Insurers</b> to enforce any right which it shall become entitled to upon making payment.</li></ul>
<p>The maximum <b>Insurers</b> will pay is £250,000 in total any one <b>Period of Insurance</b> including all costs and expenses.</p>	<p>Please also see the General Exclusions that are in addition to these exclusions.</p> <p>Refer to the index on page 3 to find General Exclusions.</p>

## Section six - Death, Injury & Hospitalisation Benefit

What is covered	What is not covered
<p><b>Insurers</b> will pay the benefits set out in <b>Your Evidence of Insurance</b> for:</p> <ol style="list-style-type: none"> <li>1) <b>Accidental Death.</b></li> <li>2) Accidental Permanent loss of use of one or more limbs or total loss of sight of one or both eyes.</li> <li>3) Accidental Permanent Total disablement payable after the incapacity has lasted for 52 weeks.</li> <li>4) Hospitalisation benefit.</li> </ol> <p>Resulting directly from an <b>Incident</b> taking place whilst <b>You</b> were operating <b>Your Unit</b> and for which <b>Insurers</b> have paid a claim under Section 1 of this policy.</p>	<p><b>Insurers</b> will not pay:</p> <ol style="list-style-type: none"> <li>a) if death occurs more than 12 months after the bodily injury has been sustained.</li> <li>b) when intentional self-injury or suicide or attempted suicide has taken place.</li> <li>c) for death arising from pregnancy or childbirth.</li> <li>d) for sporting activities of any kind.</li> <li>e) any benefits unless the injury arises directly from an event suffered when <b>You</b> were operating the <b>Unit</b>.</li> <li>f) any Hospitalisation Benefit for the first 7 days.</li> <li>g) any more than one benefit in any one <b>Period of Insurance</b>.</li> </ol>
<p><b>Insurers</b> will not pay any more than the benefits set out in <b>Your Evidence of Insurance</b>.</p>	<p>Please also see the General Exclusions that are in addition to these exclusions.</p> <p>Refer to the index on page 3 to find General Exclusions.</p>

The following are conditions precedent of Section six

- 1) Written notice shall be given to **Us** as soon as possible but in any case within one calendar month of the happening of any event.
- 2) All certificates and information and evidence required by **Insurers** shall be furnished at the expense of the claimant hereunder and shall be in such form and of such nature as **Insurers** prescribe.
- 3) In the case of a claim arising as a result of **Your** death **Insurers** shall be entitled to arrange a post mortem report at their expense.
- 4) No assignee shall be entitled to benefit under this Section.



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## General Exclusions applicable to all sections of this policy

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**Insurers** will not pay for:

- 1) Any loss, damage, injury or costs arising
  - i) from loss or damage caused deliberately by **You**.
  - ii) from an illegal act.
  - iii) from an **Incident** occurring as a direct result of **You** being under the influence of alcohol, narcotics or drugs.
  - iv) from **You** driving the **Unit** on pavements or other pedestrian walkways at speeds of more than 4mph (6.4kph).
  - v) from **Your** failure to use the appropriate spectacles, contact lenses or other devices prescribed by an optometrist to be used when **You** are in control of **Your Unit**.
  - vi) from the use of the **Unit** by any person other than **You** unless **Insurers** have agreed in writing to include others.
  - vii) whilst the **Unit** is being used to carry passengers.
  - viii) whilst the **Unit** is being let for hire or reward or used for trade or business purposes,
  - ix) during speed testing, racing or pace-making or from the operation of a **Unit** that has been modified to enable it to travel faster than the manufacturer's design or more than 8 miles per hour.
- 2) Loss of use other than provided by Section 3 of this Policy.
- 3) Loss or damage to any property, or any legal liability, or any cost or expense of whatever nature, directly or indirectly caused by, or contributed to, or arising from:
  - i) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - i) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in the Republic of Ireland and Northern Ireland riot and civil commotion.
  - ii) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
  - iii) War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power; or happening during service or duty by the Insured with any armed force outside the **United Kingdom** of Great Britain and Northern Ireland.
- 4) Loss or damage to any property, or any cost or expense of whatever nature arising directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of terrorism. For the purpose of this exclusion an act of terrorism means the use of biological, chemical and /or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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## General Exclusions applicable to all sections of this policy (continued)

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- 5) Loss or destruction of, or damage to, any property, or death of or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected **Incident** which occurs in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one **Incident** shall be deemed to have occurred at the time such **Incident** takes place.
- 6) Claims if they are covered by any other insurance.
- 7) Any loss, damage or injury arising from an **Incident** that did not happen within the **Period of Insurance**.

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## Conditions applicable to all sections of this policy

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### 1) **Observance of Terms**

**You** must observe the terms, exceptions and conditions of this insurance.

### 2) **Taking Care**

**Insurers** have agreed to insure **You** on the basis that **You** will look after **Your Unit** in accordance with the manufacturer's recommendations and together with and other insured belongings act as though no insurance was in place. Failure to comply with this condition could lead to **You** receiving less than **You** expect when making a claim.

### 3) **Fraud**

If **You** make any claim that is false or fraudulent in any way this insurance shall become void and all claims forfeited.

### 4) **Total Loss**

In the event of either **Your Unit** being stolen and not recovered or becoming a total loss all cover under this insurance for the lost **Unit** will cease from the date of the appropriate claim settlement. Any salvage becomes the property of the **Insurers**. No refund of **Premium** for any remaining **Period of Insurance** will be payable and the continuation of cover on a replacement **Unit** shall be at the **Insurers'** discretion. Any outstanding **Premium** will be deducted from **Your** claim settlement.

5) **Rights under Contract**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6) **Cancellation**

a) **Cancellation by Insurers**

**Insurers** can cancel this insurance by giving not less than thirty days' notice in writing to **You** at **Your** last known address and the **Premium** hereon shall be adjusted on the basis of the **Insurers** retaining pro rata **Premium**. Notice shall be deemed to be duly received if such notice has been sent by post in pre-paid and properly addressed envelope.

b) **Cancellation by You**

Should **You** cancel this insurance **You** may be entitled to a refund of **Premium** provided **You** have not made a claim during **Your** current year of insurance. **Your** refund will be calculated by making a deduction for time on risk for which **You** have been covered and a cancellation charge of up to £15 will be applied. If **You** have made a claim any **Premium** return will be discretionary.

Cancellation by **You** must be notified to **Us** prior to the cancellation date.

7) **Proper Licence**

**You** must ensure that **Your Unit** is properly licensed for use in accordance with the regulatory requirements of the place where **You** are using it.

8) **Eyesight**

**You** must ensure that **Your** eyesight is adequate for the operation of **Your Unit** and that **You** always use the appropriate spectacles, contact lenses or other devices prescribed by an optometrist to be used when **You** are in control of **Your Unit**. Please refer to the General Exclusions.

9) **Use of Pavements and Regulations**

It is a condition of this insurance that **You** will not drive **Your Unit** on pavements or other pedestrian walkways at speeds of more than 4mph (6.4kph) or in contravention of any restriction imposed by a local authority or other governing bodies. Please refer to the General Exclusions.

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## Club Care Insurance Services

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