

ARRANGED BY



**ORNELLA**  
UNDERWRITING LIMITED

Exclusive to the  
Motorcaravan Club of Ireland

# **CAMPERVAN** INSURANCE

## Policy Document

UNDERWRITTEN BY



**Issue 2024 01 PE**

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number 903874.

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Accelerant Insurance Europe SA  
Bastion Tower  
Place du Champ de Mars 5  
1050 Brussels  
Belgium

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

**MAWDY**

Mawdy  
22 – 26  
Prospect Hill  
Galway  
Ireland

Mapfre Asistencia Compañía Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number 903874.

THIS INSURANCE POLICY IS EXCLUSIVELY ARRANGED FOR THE  
MOTORCARAVAN CLUB OF IRELAND AND ADMINISTERED BY



# ORNELLA

UNDERWRITING LIMITED

The Bushels  
Cornmarket  
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Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance,  
Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.

**The Underwriters of each Section of this Camper Policy are:**

Section(s)	Underwriter	Address	Authorisation
Sections 1 to 7	Accelerant Insurance Europe SA	Bastion Tower Place Du Champ de Mars 5 1050 Brussels Belgium	Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.
Section 8: European Campervan Breakdown Assistance	Mawdy	22 – 26 Prospect Hill, Galway, Ireland	Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number 903874.

**Please note** that a different Underwriter may be liable for cover depending on the nature of the accident giving rise to Your claim. Your Policy and any claims under section 1 to 7 will be administered entirely by Ornella Underwriting Limited. Any claims under Section 8 will be administered by the relevant Underwriter or their representative.

# Ornella Underwriting Limited

## Campervan Policy document

### Welcome to Ornella

Thank You for choosing to arrange your insurance through Ornella Underwriting Limited, on behalf of the Underwriters. This Campervan Policy, together with Your Policy Schedule and Certificate of Motor Insurance, is a legally binding contract between the Underwriters and You.

Your Schedule shows what parts of the Campervan Policy apply to You. Please read your Campervan Policy, Schedule, Certificate of Motor Insurance and any endorsements carefully to ensure Your cover meets Your requirements and the details are correct. These are legal documents, please keep them in a safe place.

You must answer all questions we ask You honestly and with reasonable care. You must be sure that the information You have given to Us in the Proposal Form and Statement of Fact is true and complete as We rely on this information when deciding whether to enter into the contract, and when setting the terms and premiums and the questions we ask you are material to the risk undertaken by Us and the calculation of the premium.

This Campervan Policy is governed by the Laws of the Republic of Ireland and is subject to the exclusive jurisdiction of the Irish Courts unless otherwise agreed or specified in the policy document. We have or will pay the stamp duty to the Revenue Commissioners required under section 5 of the Stamp Duties Consolidation Act, 1999.

Following your payment of the premium, We have agreed to insure You for the Period of Insurance shown in Your Schedule, subject to the terms, conditions and exclusions in this Campervan Policy. These include any Endorsements (changes or additions) that We may make to Your Campervan Policy, the Certificate of Motor Insurance, or the Schedule. This Campervan Policy applies only within the Territorial Limits described in Section B – Definitions unless otherwise agreed.

### If You ever need to make a claim, please call Us on:

**Republic of Ireland:** 053 91 80395

**Outside Republic of Ireland:** +353 (0)53 91 80395

**Email:** [accelerant.claims@ornellaunderwriting.ie](mailto:accelerant.claims@ornellaunderwriting.ie)



Brian Hughes  
Ornella Underwriting Limited

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# A: Important Information

## I. Disclosure of information

The contract of motor insurance is made up of the following which should be read in conjunction with each other:

- This Campervan Policy and Your Schedule, which form one document,
- the Certificate of Motor Insurance.

It is vital that You take reasonable care to provide complete and accurate answers to the questions We ask when You take out, or renew, Your Campervan Policy.

We have issued this Campervan Policy to You on the understanding that the information given by You in response to our questions and any related document is true and complete and that We have been given all information as required by those questions. Where You provide information verbally, we will record this in writing and send you a copy.

You must answer all of the questions honestly and with reasonable care. We rely on the information You give us when deciding to insure you and when setting the terms and premium. Where We ask You to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both. If any of the answers to the questions are not true and complete, We may be entitled to declare the Campervan Policy void, refuse your claim, treat your insurance as if it was entered on different terms, or reduce your claim.

If you have answered our questions honestly and with reasonable care, but if your answer includes a negligent misrepresentation (that is, not innocent or fraudulent), we are entitled to take the following actions:

- (a) If, being aware of the full facts, We would not have entered the contract on any terms, this Campervan Policy will be treated as void from the start of the cover, and we will refuse all claims, but return your premium;
- (b) If, being aware of the full facts, We would have entered the contract on different terms, this Campervan Policy will be treated as if it had been entered into on those different terms;
- (c) If, being aware of the full facts, We would have charged a higher premium for the contract, We can reduce your claim proportionately.

If Your answers to our questions are false or misleading, in any material respect, and You know that they are false or misleading or consciously disregard if they are false or misleading (a "fraudulent misrepresentation") or any of Your conduct involved fraud, this Campervan Policy will be treated as void from the start. If this happens, You will no longer be covered, We will not pay any claim and We will not return any payments.

Where You are unsure of the information that is required, please let Us know.

## 2. Data Protection Notice

This Data Protection Notice contains the information you need to understand about how your personal data is used by the Insurer and Intermediaries. If you would like more details, please see [www.accelerant.ai](http://www.accelerant.ai) or [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie), or contact us using the details in Section 11 below.

In this Data Protection Notice:

**Insurer** refers to Accelerant Insurance Europe SA; its address is at: Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium.

**Intermediary** refers to Ornella Underwriting Limited, who arrange and administer insurance and handle claims.

**We / us / our** refer to Insurer and Intermediary together.

**You / your** means the policyholder and any other person getting a benefit from this insurance policy, such as an additional driver.

**Your data** means your personal data. Personal data means any data relating to an identified or identifiable living individual.

In order to manage our business and provide our services to customers, we collect a certain amount of personal data. This Data Protection Notice sets out the basis on which we gather, use, process and disclose any of your data that we collect. We will use your data only for the purposes and in the manner set out below which describes the steps we take to ensure our processing of your data is in compliance with the General Data Protection Regulation ((EU) 2016/679) and any implementing legislation.

**Please read the following carefully to understand our use of your data.**

**Your Right to Object – Please note that you have a right to object to the processing of your data where that processing is carried out for our legitimate interests.**

### 1. What Personal Data may we collect about you?

The types of data that are processed may include:

Category	Types of Data Collected
Individual details	Name, address, gender, marital status, date of birth, marketing preferences, bank account details or payment card details, vehicle details, criminal convictions, penalty points, employer, job title and family details, including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your driving licence number.
Credit and anti-fraud data	Credit and anti-fraud data such as credit history, credit score, sanctions and criminal offences, and information from various anti- fraud databases related to you.

Special categories of personal data and data related to criminal convictions and offences	Certain categories of personal data which have additional protection under EU data protection law. These categories are health (for example injuries and relevant pre-existing medical conditions) and relevant criminal convictions.
Claims information	Information about previous and current claims, (including other unrelated insurances).
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.

## 2. The Purposes of, and Legal Basis for, Processing Your Data

We hold, process and disclose your personal data in order to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your personal data for:

- Quotation and Inception;
- Policy Administration;
- Claims Processing; and
- Renewals

We may use your data where:

- a) it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities);
- b) it is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of the policy, (ii) improving our insurance products and services, (iii) prevention and detection of crime, (iv) statistical analysis, (v) transferring business, company sales and reorganisations; and (vi) obtaining reinsurance (including when reinsurers are deciding whether to provide us with reinsurance cover; assessing and dealing with reinsurance claims and meeting their legal obligations); provided in each case that such interests are not overridden by your interests and rights; and
- c) you have consented to processing your data in such a way. You may withdraw your consent to such processing at any time. Please see section 11 below.

Where you provide us with the personal data of third parties (e.g., a named driver), you should take steps to inform the third party that you need to disclose their details to us, identifying the Insurer and Intermediary. We will process their personal data in accordance with this Data Protection Notice

## 3. Criminal Convictions

We may hold, use, disclose and process personal data relating to relevant criminal conviction and offences for the following purposes (i) in order to underwrite risk appropriately, calculate a quote or policy renewal and risk assess any person who will be driving the insured vehicle (e.g., a risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handling. We will only carry out such processing where it is authorized by European Union (EU) or Member State law.

#### 4. Special Categories of Personal Data

Special categories of personal data include data about health. We hold, use, disclose and process special categories of personal data where:

- you have given us your explicit consent;
- the processing is necessary to protect your, or another person's vital interest;
- your personal data has been made widely publicly available by you;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

#### 5. Who We Share Your Information with

In order to provide insurance services and to comply with our legal obligations, it may be necessary for us to disclose your data to third parties, including without limitation to the following:

- other parts of our businesses, our agents and third parties who provide services to us, your Intermediary and other insurers, either directly or via those acting for the Insurer;
- regulatory and law enforcement bodies, including an An Garda Síochána, where we are required to do;
- legal, financial, medical and other professional advisors; and
- the Insurer's reinsurers and reinsurance brokers. Reinsurers will use your data to decide whether to provide reinsurance cover; assess and deal with reinsurance claims and to meet legal obligations. Reinsurers will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Please see [www.accelerant.ai](http://www.accelerant.ai) for more detailed information on processing by the Insurer's reinsurers and other parts of the Insurer's group.

#### 6. Transfer of Personal Data outside the EEA

Your data may be transferred to and stored at a destination outside of the European Economic Area (EEA) for purposes described above (including in particular Switzerland, Bermuda and the US). Those countries may not provide an adequate level of protection in relation to processing your data.

To ensure that your data does receive an adequate level of protection we have put in place the following safeguards to protect the privacy and integrity of it:

- **Model Clauses:** standard clauses in our contracts with the third parties described above to ensure that any personal data leaving the EEA will be transferred in compliance with EU data-protection law. A copy of our Model Clauses are available on request by using the contact details listed in Section 11 below; and

- **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the Governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties may be certified under the EU/Swiss-U.S. Privacy Shield.

#### 7. How Long we Keep Your Data

We are required to ensure that your data is accurate and maintained in a secure environment for a period of time no longer than necessary for the purposes for which we are processing it. Information submitted for a quotation where you did not purchase our product may be retained by us for a period of up to 15 months from the date of

the last quotation. Where you purchase our insurance product, information will be held for the duration of your insurance cover and a period of at least 7 years after the end of our relationship, which may include the conclusion of claims made under the policy. We keep information after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any legal claims.

## **8. Automated Decision Making**

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you. However in certain circumstances we are entitled to use automated decision-making and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract, or for administering that contract (including deciding whether to insure you, what terms may apply and what the premium will be), where it is authorised by law or where you have provided your explicit consent, which you may withdraw at any time. Where we base a decision on solely automated decision-making you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

## **9. Your Data Rights**

You have several rights in relation to your data. You have a right to:

- access a copy of your data held by us;
- require correction of your data if it is inaccurate or incomplete;
- require deletion of your data in certain circumstances;
- restrict our use of your data in certain circumstances;
- move (or port) your data which you have given us to process on the basis of your consent, contract or for automated processing;
- object to the processing of your data where our legal basis for processing it is our legitimate interests. In such a case we must stop processing your data unless we can demonstrate compelling legitimate interests which override your interests and you have a right to require information on the balancing test we use; and
- not to be subject to a decision based on automated processing, including profiling which has legal or similar significant affects except as set out in Section 8 above.

There are some circumstances where these rights cannot be exercised, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of these rights please contact us using the details in Section 11 below. We will respond to your request in writing, or orally if requested, as soon as we can and in any event within one month of your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify your request.

## **10. Consequences of Failure to Provide Information**

If we cannot collect or process your data, we may not be able to provide you with, or administer, your insurance policy or deal with a claim.

If we ask for information and you do not wish to give it to us, or if you wish to withdraw consent to the use of your personal data, we will explain the consequences based on the specific information concerned including whether it is a legal or contractual requirement that we use such data. Such consequences may include us refusing to provide you with an

insurance policy. If you have any queries in respect of the consequences of not providing information or withdrawing your consent, please contact us using the details listed in Section 11 below.

**11. Further Information**

If you require any further information about how we use your data or if you want to exercise any of your rights under this Data Protection Notice, please contact us as listed below:

<b>Insurer</b>	<b>Intermediary</b>
<b>Accelerant Insurance Europe SA</b> Group Data Protection Officer Accelerant Insurance Europe SA Bastion Tower Place du Champs de Mars 5 1050 Brussels Belgium Tel: +32 476 96 26 34 Email: DPO@accelins.com	<b>Ornella Underwriting Limited</b> Data Protection Officer Ornella Underwriting Limited The Bushels Cornmarket Wexford Tel: +353 53 91 80300 E-mail: customerservices@ornellaunderwriting.ie

**12. Your Right to Complain to the ODPC**

If you are not satisfied with our use of your data or our response to any request by you to exercise any of your rights in Section 9, you have the right to lodge a complaint with the Office of The Data Protection Commission. Please see the below contact details:

Data Protection Commission  
Canal House  
Station Road  
Portarlington County Laois R32 AP23

Phone: +353 (0)1 765 0100.  
E-Mail: info@dataprotection.ie  
Website: www.dataprotection.ie

**13. Important Information about This Data Protection Notice**

Each Insurer and Intermediary providing this Data Protection Notice to you is a separate legal entity and separate data controller in respect of your data.

**3. Your right to a cooling-off period**

If, after reading this Campervan Policy, You are not satisfied with it for any reason, You may cancel this Campervan Policy (as set out in General Condition 3) by giving Us notice in writing within 14 days after the date when You are informed that this Campervan Policy has been concluded and, by returning the Certificate of Motor Insurance and the insurance disc to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

**4. Insurance Act 1936**

In accordance with Section 93 of the Insurance Act 1936, all monies that are paid or will be paid to You under this Campervan Policy will be paid in the Republic of Ireland.

**5. Currency**

All monies payable under this Campervan Policy will be paid in Euros, unless specified to the contrary.

## **6. Using Your Campervan abroad**

Except for the Sections shown below, this Campervan Policy applies while You use Your Irish-registered Campervan in Europe. Europe includes all EU member states and some other countries participating in the Green Card system. If You need one, We will issue a Green Card free of charge provided You give Us 7 days' notice of Your travel plans.

The following covers do not apply outside the Republic of Ireland unless Your Schedule provides that they do:

Section I, Sub-Section B – Driving other Campervans

## **7. Vehicles registered outside the Republic of Ireland**

If We agree to insure a Campervan that is registered outside the Republic of Ireland, it is subject to the requirement that You will re-register it here before We will have any liability under this Campervan Policy. We have to notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland.

We cannot insure Your non-Irish registered Campervan while You are using it in the country where it is registered.

## **8. Following an accident**

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also, by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Campervan Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, passengers, or pedestrians involved, and of any witnesses to the incident, where possible.

You must not accept the blame or make any admission of liability or attempt to negotiate a settlement in respect of any accident, injury, loss or damage, whether at the scene of an accident or at any subsequent stage, without the express approval of the Underwriters. Please tell Us if any other person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Campervan and its accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline within 24 hours of any event that could lead to a claim under this Campervan Policy. Sometimes, We will need further details in writing, such as the completion of an accident report form.

Immediate notification of the claim will allow Us to better control costs, decide on liability and protect Our joint interests.

In order for Us to adequately process Your claim, You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill, civil summons, criminal prosecution, coroner's request or fatal accident inquiry), any correspondence or other notice from Injuriesboard.ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself. Failure to provide Us with all relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You.

## Accident / Claims Helpline Contact Numbers

You can contact Us on:

### Accident Line

Republic of Ireland Telephone: 053 91 80395  
Outside Republic of Ireland Telephone: +353 (0)53 91 80395  
Email: [accelerant.claims@ornellaunderwriting.ie](mailto:accelerant.claims@ornellaunderwriting.ie)

## 9. About the Insurers

This Campervan Policy is arranged by:

### Ornella Underwriting Limited

The Bushels  
Cornmarket  
Wexford

Telephone: +353 (0)53 9180300  
Email: [info@ornellaunderwriting.ie](mailto:info@ornellaunderwriting.ie)

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.

This Campervan Policy is underwritten by the Underwriters shown in Your Schedule.

## 10. Complaints

When things go wrong, You may wish to raise a complaint with Us. A complaint can be raised by You orally or in writing.

For complaints relating to Section 8 – European Caravan Breakdown Assistance please refer to the individual Section later in this booklet. For any other complaint, Our complaints Policy is set out below.

We will:

- do Our best to deal with Your complaint as effectively and quickly as possible;
- acknowledge Your complaint in writing or on another durable medium within 5 business days of receiving it;
- provide You with the name of the person or people who will be Your point of contact with Us until Your complaint is either resolved or cannot be progressed further;
- provide You with updates in writing or on another durable medium on the progress of the investigation into Your complaint at least every 20 working days starting from the date on which the complaint was made; and
- attempt to investigate and resolve Your complaint within 40 working days of receiving it.

If Your complaint has not been resolved after 40 working days, We will inform You of the anticipated timeframe within which We hope to resolve the complaint. Alternatively, You can contact the Financial Services and Pensions Ombudsman (FSPO) (contact details at Step 3 below).

We will, within 5 working days of the completion of the investigation, advise You on paper or another durable medium of:

- the outcome of the investigation into your complaint;
- where applicable, the terms of any offer, settlement or compensation being made;
- that You can refer the matter to the FSPO; and
- the contact details of such FSPO, as provided below.

Any telephone calls made in connection with this Campervan Policy may be monitored or recorded for training and quality control purposes.

## Making a complaint

<b>Step 1</b>		Please send Your complaint to the intermediary (person, agent, or company) from whom You bought this Campervan Policy.	
<b>Step 2</b>	<b>Sections 1 to 7</b>	If Your complaint is not resolved to Your satisfaction by the intermediary, and it is about a matter <b>other than</b> Section 8 – European Campervan Breakdown Assistance, You can contact Our partners below who are authorised to deal with Your complaint:	
		If Your complaint relates to <b>a claim:</b> Leeson Claims Services Limited, 68 Merrion Square, Dublin 2.  ☎ +353 1 4852980 ✉ info@leesongroup.com	If your complaint relates to <b>any other matter:</b> Customer Services Team, Ornella Underwriting Limited, The Bushels, Cornmarket, Wexford  ☎ +353 (0)53 9180300 ✉ customerservices@ornellaunderwriting.ie
	<b>Section 8 Breakdown Assistance</b>	If Your complaint is not resolved to Your satisfaction by the intermediary, and it is about Section 8 – European Campervan Breakdown Assistance, You can contact:  Mawdy 22 – 26 Prospect Hill, Galway.	
<b>Step 3</b>		If your complaint remains unresolved under step 2 please contact the:  Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  ☎ +353 (0)1 567 7000 ✉ info@fspo.ie 🌐 www.fspo.ie	

## B: Definitions

In this booklet, certain words have a specific meaning. We have defined these below:

### **Act of terrorism**

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) 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.

### **Approved Repairer**

A Tradesperson or Company that We or Our representative have approved and authorised to repair Your Campervan, after a valid claim has been made by You.

### **Approved Windscreen Supplier**

A Tradesperson or Company that We or Our representatives have approved and authorised to repair or replace the windscreen or other glass in Your Campervan, after a valid claim has been made by You.

### **Bodily Injury**

Physical damage to a person's body that was caused by a motor accident or incident.

### **Certificate of Motor Insurance**

The document We sent You when You bought or renewed this Campervan Policy, which proves that You have the current motor insurance You need by law.

### **Endorsement**

A change or addition to the terms of the Campervan Policy. Endorsements may be included in this document or sent to You separately.

### **Excess**

The amount You must pay towards the cost of any claim in addition to your premium.

### **Fire Brigade Charges**

Money You will have to pay a fire authority, after a claim, to:

- control or put out a fire in or on Your Campervan, and / or
- remove the driver or Passengers from Your Campervan using cutting equipment.

### **Your Family**

If You are an individual any of:

- Your spouse,
- A person with whom you are cohabiting meeting the definition of a cohabitant in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010,
- Your or Your spouse's brother, sister, aunt, uncle, niece or nephew; or
- Your or Your spouse's lineal ancestors (for example parents or grandparents), or lineal descendants (for example your children or grandchildren).

**Insured Person**

- You and anyone else You have given Us information about and that We have agreed I in writing to insure;
- any person entitled to drive under the terms of Section 6 of Your Certificate of Motor Insurance, except a person in the motor trade driving Your Campervan for the purposes of overhaul, upkeep or repair;
- anyone who is using (but not driving) Your Campervan for social, domestic or leisure purposes, with Your permission;
- anyone who is inside, getting into, or getting out of Your Campervan, with Your permission;
- the owner of Your Campervan (if You ask Us);
- the employer or business partner of any Insured Person for business use, within the terms of the Certificate of Motor Insurance; and
- any other individual or business that We have agreed to cover.

**Ireland**

The Republic of Ireland.

**Market Value**

The cost of replacing Your Campervan with one of the same make and model and of similar age and condition as determined by reference to vehicle value websites and publications at the time of the accident, damage or loss.

**Passenger**

Any person (other than the person driving) who is inside Your Campervan or getting into or out of it.

**Period of Insurance**

The period of time covered by this Campervan Policy that is shown in Your Schedule, and any further period that We agree to insure You for.

**Private Campervan**

A recreational vehicle qualifying for the Campervan basis of assessment from the Revenue Commissioners for the purposes of Road Tax.

**Proposal Form / Statement of Fact**

The document completed and signed by You or produced on Your behalf by an insurance intermediary or someone else. This includes all the information You have given Us and confirms declarations You made at the time the insurance was arranged. We have relied on this information when agreeing to offer You this contract of motor insurance.

**Schedule**

The document that We sent to You when You bought or renewed this Campervan Policy, which gives details of the cover You have.

**Territorial Limits**

This Campervan Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places.

In addition to the territories shown above, this Campervan Policy provides cover while Your Campervan is used anywhere in the European Union.

If We specifically agree to do so, cover can be extended for a period to provide cover in other countries that are members of the Green Card system.

### **Tracking Device**

A piece of equipment used for remotely establishing the location of Your Vehicle that is:

- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of the loss or damage);
- capable of being globally tracked to at least street level; and
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

### **Underwriter**

The underwriter for each Section in this Campervan Policy, as shown in Your Schedule

### **We, Us, Our**

The Underwriter for each Section in this Campervan Policy, as shown in Your Schedule.

### **You, Your**

The Campervan Policyholder named in Your Schedule.

### **Your Campervan**

A vehicle You have given Us details of and that We have agreed to insure.

## C: General Conditions

### I. Keeping to these conditions

- A. You, or any Insured Person who is claiming cover under this Campervan Policy, must keep to the terms and conditions of this Campervan Policy.
- B. You must inform Us of any material changes to the information You originally provided for example, that could affect either the premium (the cost of insurance) or Our decision to provide insurance – since the start date of Your Campervan Policy or since Your last renewal date (whichever is the most recent). A material change is one that takes the risk outside that which was within both Your and Our reasonable contemplation when this Campervan Policy was concluded. We may refuse a claim made by You where there has been such a material change and We have not agreed in writing to cover this change.
- C. Anyone who is covered to drive by the terms of the Certificate of Motor Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence, and must not have been disqualified from holding it.

### 2. Claims

#### A. You, or any other person responsible for a claim under this Policy, must:

- (i) notify Us immediately about any event that could lead to a claim.
- (ii) immediately send Us unanswered any letter; claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one within 5 working days of receiving notice of a claim;
- (iii) tell Us immediately if any prosecution or inquest is to be held in connection with the incident;
- (iv) give Us all the information and help We may need in order to deal with a claim including any information that You have that may change, one way or the other; the validity of any claim made;
- (v) NOT accept responsibility for any accident, or agree to pay any claim, without Our clear permission;
- (vi) cooperate with anyone who acts on Our behalf; and
- (vii) do whatever You (or any other person insured under this Campervan Policy) can to protect Your Campervan and its parts or accessories.

You must provide Us with all the documents and information that We need to process Your claim. Failure to provide Us with all relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You.

#### B. We may do any of the following:

- (i) take-over; defend, or settle any claims in Your name or that of any other person covered by this Campervan Policy;
- (ii) take legal action in Your name or the name of any other person covered by this Campervan Policy to recover any payments We make;
- (iii) recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers'

Bureau of Ireland agreement) that We would otherwise not have to pay under this Campervan Policy.

**C. If at the time of a claim:**

- (i) You have another Policy covering the same loss, damage or liability, We will only pay Our share of the claim.
- (ii) any other person covered by this Campervan Policy also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim.

**3. Cancellation and Suspension of Cover**

**A. Cancellation by You**

**(i) Within the cooling-off period**

If, after reading this Campervan Policy, You are not satisfied with it for any reason, You may cancel this Campervan Policy by giving Us notice in writing within 14 days after the date when You are informed that this Campervan Policy has been concluded and, by returning, the Certificate of Motor Insurance and the insurance disc to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

**(ii) Outside the cooling-off period**

You may cancel this Policy at any time by returning Your Certificate of Motor Insurance and the insurance disc to Us. However, If You have not made or incurred any claims during the current Period of Insurance, We will:

- Keep any premium in respect of section 8 – European Camper Breakdown Assistance
- work out a proportionate premium for the period that You were insured by Us,
- deduct an administration fee of €25.
- Deduct a further fee of up to €50 after the deductions of Our administration fee to be retained by Ornella Underwriting Limited; and
- refund You the balance of the premium You have paid provided the amount is €25 or more.

**B. Cancellation by Us**

We may cancel this Campervan Policy, providing the reason(s) for such cancellation with 10 days' notice by writing to you at Your last known address. We will:

- work out a proportionate premium for the period that You were insured by Us; and
- refund the balance of the premium You have paid provided that balance is €25 or more

**4. Transaction premiums**

If a change to Your Campervan Policy results in You owing Us an additional premium, We will charge You a minimum of €15. If a change to Your Campervan Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €25 or more.

## **5. Temporary alterations**

If We agree in advance, Your Campervan that is insured may be temporarily substituted by another vehicle. We do not have to agree but if We do agree, We may apply restrictions.

## **6. Fraud**

We will NOT pay for any loss, damage, or legal liability to others, if You or anyone else covered by this Policy (or anyone acting on Your behalf or any other person covered by this Policy) makes or tries to make a claim that is fraudulent or exaggerated in any way, or makes a false statement, or provides false or stolen documents to support a claim. If a fraudulent claim is made, We may cancel Your Policy, We may not refund any premium You have paid to Us, and We may recover from You any payments that We have made in respect of the fraudulent claim. We may refuse any further claim and recover from You any money we have already paid in respect of such further claims.

## **7. Duty to take care**

Any person claiming cover under this Campervan Policy must take all reasonable steps to prevent any incidence of accident, injury, loss or damage. You must keep Your Campervan in a roadworthy condition. While unattended, Your Campervan must be left locked. The ignition key must never be left with Your Campervan. You must allow us to examine Your Campervan. You must provide Us with all the documents and information that We need to process Your claim. Failure to provide Us with all relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You.

Some of Your duties in this clause, for example, keeping your Campervan in a road worthy condition and while unattended, Your Car must be locked and the key must never be left with Your Campervan are continued and on-going obligations that you must comply with. Failure to comply with these conditions may result in your claim being declined or cover being suspended for the period of the breach.

## **8. Your Interest in Your Campervan**

You must have an interest in Your Campervan. You have an interest in it if You would lose financially by having to repair or replace Your Campervan. You do not have an interest if You would not be at any loss if Your Campervan is lost or damaged.

## D: General Exceptions

- A.** Except where it is necessary to meet the requirements of Road Traffic legislation, We will NOT pay for:
1. any accident, injury, loss, or damage arising during or as a result of an earthquake;
  2. any accident, injury, loss, or damage arising during or as a result of a riot or civil commotion happening anywhere outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, or the Channel Islands (unless You can prove that the loss, damage, or injury was not caused by that riot or civil commotion);
  3. loss or damage directly caused by pressure waves that are a result of aircraft or other flying objects travelling at or above the speed of sound;
  4. Vehicles taking part in racing and/or speed tests, either on road or track;
  5. Radioactive Contamination and Explosive Nuclear Assemblies in accordance with the provisions of the Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause NMA 1622 as follows:-
    - (A) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
    - (B) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
      - (i) ionising radiations 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.
  6. loss or damage occasioned by, happening through or in consequence of war; invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war; rebellion, revolution, insurrection, military or usurped power; confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
  7. loss, damage, cost or expense of whatsoever nature 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, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the Road Traffic Act or alternative applicable legislation in the territory in which the loss occurs;
  8. loss, damage, cost or expense of whatsoever nature in any way caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism;
  9. any accident, injury, loss or damage, including consequential loss, or any liability of any nature whilst the insured vehicle is in (or on) that part of an aerodrome, airfield, or military base, which is provided for:
    - (i) the take-off or landing of aircraft and for the movement of aircraft on the ground; or
    - (ii) aircraft parking (aprons), including associated service roads, refuelling areas, and ground equipment parking areas;
  10. Vehicles on airport premises, other than in areas which the public has free vehicular access;

11. loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour; or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
12. any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from (or in connection with) losing, altering, damaging, or reducing the availability of a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronically or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.

**B.** We will NOT pay for:

1. any accident, injury, loss, damage, or legal liability which happens if any vehicle is being driven or used other than as allowed under the terms of the Certificate of Motor Insurance;
2. any accident, injury, loss, damage or legal liability caused by a person We have not agreed to cover;
3. any liability You have agreed to accept that You would not otherwise have been liable for;
4. Any loss, damage or liability if an Insured Person is driving any of the following vehicles:
  - (i) Emergency service vehicles.
  - (ii) Motor coaches, minibuses, omnibuses, tramways (including trolley buses) and/or vehicles on rails and/or vehicles not on terra firma, but this exclusion shall not apply to insured vehicles transported by sea ferries.
5. Any loss, damage or liability if an Insured Person is operating, driving, maintaining or using any vehicle the principle use of which is:
  - (a) the transportation of:
    - high explosives (nitro-glycerine, dynamite or similar explosives);
    - hazardous chemicals;
    - compressed or liquefied gases; or
    - inflammable liquids in bulk.
  - (b) contractors plant and equipment not on a public road.

# Section I: Liability to Others

## What is covered under this Section

### IA Driving Your Campervan

We will pay any money that You are liable to pay, or that any person who We have agreed to insure is liable to pay, including legal costs and expenses, in the event of:

- death of or Bodily Injury to other people as a result of an accident involving the use of Your Campervan; or
- damage to property belonging to other people as a result of an accident involving the use of Your Campervan. The maximum amount We will pay in respect of damage to property, including related legal costs and expenses, is €30,000,000.

### IB Driving other Campervans

If Your Schedule and Certificate of Motor Insurance show that You have this cover, We will insure You only for the events described in Section IA (above) that happen as a result of an accident involving Your use of any other Campervan that:

- You do not own;
- is not hired to You under a hire-purchase, contract-hire, or other lease agreement;
- is registered in the Republic of Ireland
- is being used by You with the owner's permission; and
- is not covered by any other insurance policy that covers Your liability while driving it.

You must meet the conditions of paragraph 5(b) of Your Certificate of Motor Insurance in order to have valid cover under this section IB.

### IC Compulsory Insurance in the European Union and other countries

This Campervan Policy provides the minimum insurance cover required by law in any country in the European Union, and, if You ask Us and We agree, in any territory that is a member of the Green Card system. These are countries that are party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/ EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of Ireland ([www.MIBI.ie](http://www.MIBI.ie)). The list changes from time to time. Neither Ornella Underwriting Limited nor the Underwriters providing cover under this Campervan Policy have any control over the content of this website.

If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

### ID Trailers

We will cover any Insured Person under the terms of this Section while they are towing a trailer; if the driver's licence permits it. The trailer must be used in accordance with the vehicle and trailer manufacturers' specifications and instructions.

We will also cover You alone, under the terms of this Section, for any detached trailer You own or that is with but temporarily detached from Your Campervan.

## **IE Use by a member of the motor trade**

If Your Campervan is being used by a member of the Motor Trade because it needs overhaul, upkeep, or a repair; this Campervan Policy covers You alone under the terms of this Section for any liability you might have in connection with it and does not cover the person in the Motor Trade who is using it.

### **What is NOT covered under this Section**

We will NOT pay for:

1. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
2. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
3. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
4. the liability of anyone who is insured under another Policy;
5. any loss of or damage to property that belongs to (or is with) an Insured Person who is driving any vehicle covered by this Section;
6. damage to any vehicle being driven or used by a person claiming cover under this Section;
7. any liability that arises because an Insured Person deliberately causes death, injury or damage;
8. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
9. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Campervan while it is being repaired or serviced; or
10. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section.

## Section 2: Loss of or Damage to Your Campervan

If You have chosen Third Party, Fire and Theft insurance, all of the cover provided by this Section is limited to loss or damage caused by fire, or theft, or attempted theft.

If You have chosen Comprehensive insurance, the cover under this Section includes loss or damage caused by fire, theft, attempted theft, and by malicious or accidental means.

***Your Schedule shows which covers, described below, apply to Your Campervan Policy.***

### **What is covered under this Section**

#### **2A Loss of or damage to Your Campervan**

We will pay for loss of or damage to Your Campervan, or any part of it or its accessories and spare parts, while it is in any of the territories covered by this Campervan Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

#### **2B Damage to other Campervans You drive**

***Your Schedule shows whether You have this cover.***

If You have this cover, the term 'Your Campervan' under the rest of this Section also means a Private Campervan that You are driving.

We will pay, as if it was Your Campervan, for damage to any other Private Campervan that You are driving but do not own, provided:

- A. the Campervan You are driving is not under a hire-purchase, contract-hire, or lease agreement in Your name;
- B. You are covered to drive it under Section 1 – Liability to Others (Third Parties) of this Campervan Policy;
- C. it is a Private Campervan with a market value of not more than €60,000
- D. it is registered in, and being driven in, Ireland;
- E. You have the owner's permission to drive it;
- F. You are not a limited company, partnership, or similar entity;
- G. Your Campervan is still in Your possession and in a roadworthy condition,
- H. You are not using this Section to cover Your driving of a vehicle to secure its release from seizure by any government or public authority; and
- I. it is not covered by any other insurance policy that covers damage while You are driving it or in charge of it.

#### **2C New Campervan replacement**

***Your Schedule shows whether You have this cover.***

For this cover to apply, You must insure Your Campervan for its full replacement cost for a period of at least 12 months after first registering it. If You have a valid claim for loss of or damage to Your Campervan that happens within 12 months of its registration as a new Campervan, We will replace it with a new Campervan of the same make and model, provided that:

- A. the same make and model of Your Campervan is available in Ireland;
- B. You are the original and only owner of Your Campervan from new;

- C. it is stolen and not recovered, or it is lost or damaged in a single incident, and the cost of the repair; reinstatement or replacement is more than 60% of the current list price in Ireland of Your Campervan when new; and
- D. Your Campervan had travelled no more than 20,000 kilometres at the time of the loss or damage.

If a replacement Campervan of the same make, model and specification is not available, or if Your Campervan was not supplied as new in the Republic of Ireland, the most We will pay is the higher of:

- the Market Value of Your Campervan, and its dealer-fitted or factory-fitted accessories and spare parts, at the time of the loss or damage, or
- the manufacturer's retail price of Your Campervan when You bought it, less 10%.

## **2D Courtesy Vehicle**

### ***Your Schedule shows whether You have this cover.***

If You have this cover, We will provide You with a free courtesy Private Car (Class A rental vehicle or equivalent), up to the maximum number of days shown in Your Schedule, while Your Campervan is at a repairer while you are on a journey, or is being treated as a total loss (written off), and so is not being repaired. This cover only applies if You use an Approved Repairer.

## **2E Towing and storage charges**

If You ask Us first and You are making a valid claim for loss or damage under this section as well, We will pay the reasonable cost of protecting Your Campervan by arranging to take it to the nearest Approved Repairer; or another safe place, if You cannot drive it after an accident or attempted theft. We will not pay the cost of transporting Your Campervan from anywhere outside Ireland to Ireland, unless We have agreed to do so before such costs are incurred. We may arrange a safe place to keep Your Campervan for up to 4 days while it is waiting to be repaired or otherwise dealt with.

### **What is NOT covered under this Section**

We will NOT pay:

1. for the Policy Excesses as stated in Your Campervan Policy document or Schedule;
2. for loss in value, wear and tear; or mechanical, electrical, or electronic breakdown;
3. for damage to tyres caused by braking, punctures, cuts, or bursts;
4. for loss of use;
5. more than the lower of either
  - (i) the current Market Value of Your Campervan at the time of the loss or damage, or
  - (ii) the most recent value of Your Campervan that You gave Us as shown in Your Schedule
6. more than the lower of either
  - (i) €650, or
  - (ii) 5% of the most recent value You gave Us for Your Campervan as shown in Your Schedule, for loss of or damage to any audio or audio-visual system, equipment, or component that is not part of the standard specification for Your Campervan or did not come with Your Campervan when new;
7. for any performance-enhancing, handling, or cosmetic modifications, unless they form part of the manufacturer's standard specification, or We have agreed to cover them;

8. for any more than Our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage;
9. for loss or damage caused while an Insured Person is illegally driving under the influence of alcohol or drugs, whether they have been prosecuted or not;
10. for any reduction in Your Campervan's value because it has been damaged or repaired;
11. for the cost of hiring another Campervan;
12. for loss or damage caused by
  - (i) theft or attempted theft of Your Campervan by a member of Your Family, an employee, or a work colleague, unless You notify Gardai or local police of the theft (or attempted theft) and can prove that You have done so;
  - (ii) any other means by a member of Your Family, if the family member causing the damage has insurance that covers their liability to You for the loss or damage.
13. for loss of or damage to Your Campervan's navigation system, or other computer or electronically controlled equipment, caused by it failing to recognise any date as the true calendar date;
14. for loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured, or left in (or on) Your Campervan while it is unattended;
15. for loss or damage from using Your Campervan in a race, rally, competition or trial, or on any race track, circuit, or other prepared course;
16. for loss or damage as a result of using the wrong type of fuel, or of using substandard, contaminated, or insufficient fuel, lubricant, or other parts;
17. for the extra cost of parts or accessories, and the additional cost of importing them, from outside the European Union;
18. for indirect loss, such as travel costs or loss of earnings;
19. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
20. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
21. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
22. for any loss or damage if You do not immediately report the theft of Your Campervan to the Gardai or local police, and to the monitoring service if Your Campervan is fitted with any monitored security device including a Tracking Device;
23. for loss caused by deception by a supposed purchaser and / or their agent(s); or
24. for additional loss or damage caused by moving or recovering Your Campervan after it was damaged; or
25. for damage caused when Your Campervan is being repossessed
26. any claim for loss by theft if the keys or lock / ignition operating devices for Your Campervan are stolen from a property or another vehicle, unless there is forcible entry to the property or other vehicle by the person taking the keys.

## Excesses

An Excess is the amount You must first pay towards the cost of any claim, before We will pay anything. For any accidental or malicious damage claim under this Section the Excess will be:

- the amount shown in Your Schedule as the standard Excess PLUS
- the amount of additional Excess shown in Your Schedule PLUS

- €400 if the driver of Your Campervan is aged 24 or under, aged 80 or over, or does not hold a full driving licence PLUS
- €250 if You do not use one of Our Approved Repairers to repair Your Campervan.

## **How We deal with and pay claims under this Section**

### **Repairing Your Campervan**

- A. Unless We are treating Your Campervan as a total loss (a write-off), We can choose to:
  - (i) pay You an amount to repair it;
  - (ii) pay a repairer to repair it;
  - (iii) pay an amount to the owner, if that is not You, or to the owner described in a hire purchase or contract-hire agreement; or
  - (iv) replace Your Campervan, or any part or accessory from it.
- B. The most We will pay is the lesser amount of either:
  - (i) the Market Value of Your Campervan, less the Excess, and less the value of any remains of Your Campervan;
  - (ii) the amount which You insured Your Campervan for; less the Excess, and less the value of any remains of it; or
  - (iii) the cost of repairing Your Campervan, less the Excess.
- C. If any lost or damaged part or accessory is no longer available, the most We will pay is:
  - (i) the cost shown in the manufacturer's last price list, and
  - (ii) the reasonable cost of fitting.

### **Writing-off Your Campervan**

- A. If We are treating Your Campervan as a total loss (writing-off Your Campervan), We can choose to:
  - (i) give You an amount to replace Your Campervan;
  - (ii) pay an amount to the owner, if that is not You, or to the owner described in a hire purchase or contract-hire agreement; or
  - (iii) replace Your Campervan.
- B. The most We will pay if We are writing-off Your Campervan will be the lesser of either:
  - (i) the Market Value of Your Campervan, less the Excess, and less the value of any remains of it, or
  - (ii) the amount You insured Your Campervan for; less the Excess, and less the value of any remains of it.
- C. Before We pay Your claim, You must send Us:
  - (i) Your Certificate of Motor Insurance;
  - (ii) Your insurance disc;
  - (iii) the vehicle registration document;
  - (iv) any certificate of roadworthiness, if Your Campervan is required to have one by law;
  - (v) the Campervan keys; and
  - (vi) any documents We ask for.

The remains of Your Campervan will still be Your property, unless We choose to keep them. We do not have to choose this option. The value, if any, of the remains of Your Campervan will be deducted from the money We are due to pay You.

### **Settling claims for theft**

We will treat Your Campervan as stolen if it has not been found 28 days after You report the theft to Us. It must be still missing when We pay Your claim. You must report the theft to the Gardai or local police as soon as it is discovered and provide Us with Your Campervan's keys and all the documentation We ask for when You make Your claim. If Your Campervan is stolen and You later get it back, or discover where it is, You must tell Us immediately. If Your Campervan is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately.

If Your Campervan has not been found after 28 days, We will treat it as a total loss (a write-off) and Your claim will be dealt with accordingly.

# Section 3: No Claims Discount

## No Claims Discount (NCD)

A No Claims Discount is a premium discount granted because You have had consecutive years of incident-free motor insurance in Your own name on this Campervan Policy or another policy that this one replaces. Provided there are no claims that could affect it, Your No Claims Discount will increase each year, up to the Maximum discount We allow.

If You insure more than one Campervan with Us, You earn the No Claims Discount on each Campervan separately.

We will not discount any premiums for cover under Section 7 – Windscreen and Windows, Section 8 – Breakdown Assistance.

Any payment We make for fire or theft under Section 2 – Loss of or Damage to Your Campervan, or Windscreen claims under Section 7 – Windscreen and Windows, will not affect Your No Claims Discount.

## Other claims-free driving discounts

We may have allowed You a different discount because You have driving experience gained under a different policy. Such discounts will be removed entirely at the next renewal of Your Campervan Policy if you have a claim during the Period of Insurance.

## Our uninsured driver promise

If You make a claim for damage to Your Campervan that is the result of an accident that is not Your fault, and the driver of the other vehicle involved is not insured, You will not lose Your No Claims Discount. The costs may be recoverable from the Motor Insurers' Bureau of Ireland (MIBI).

The driver of the uninsured vehicle must be identified, and You must provide Us with their name and the registration number; make and model of the vehicle that hit You, where possible. You must also assist Us in establishing who is responsible by providing the names, addresses, and any other details of any witnesses to the incident, where possible.

## Step Back No Claims Discount

If a claim arises during any Period of Insurance, Your entitlement to a No Claims Discount will be reduced as shown in the table below.

No Claims Discount years at the time of a claim	Step Back No Claims Discount years allowed at the next renewal
5 years or more	2 years
4 years	1 year
3 or fewer years	0 years

While the number of No Claim Discount years allowed will be reduced, the percentage discount that each year represents may change and Your premium may still increase following such claims.

## Section 4: Personal Belongings

***Your Schedule shows whether You have this cover.***

### **What is covered under this Section**

If You have this cover, We will pay up to the limit shown in Your Schedule for loss of or damage to clothes and personal belongings that You own or are looking after.

### **What is NOT covered under this Section**

We will NOT pay for:

1. money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery;
2. tools, equipment, goods or samples, carried in connection with any trade or business;
3. property insured with another insurance Policy;
4. theft of personal belongings from Your Campervan if it is left unlocked while unattended;
5. mobile telephones, computer equipment, and hand-held electronic devices;
6. satellite navigational equipment, unless fitted by the manufacturer or authorised dealer as original equipment for the vehicle; or
7. any item that is more specifically covered under any other Policy of insurance.

## Section 5: Awnings and Generators

***Your Schedule shows whether You have this cover.***

### **What is covered under this Section**

- We will pay up to the amount shown in Your Schedule to repair or replace awnings permanently fitted to your Campervan that are damaged by accidental means.
- We will pay up to the amount shown In Your Schedule to repair or replace any portable generator in or connected to Your Campervan.

### **What is NOT covered under this Section**

We will NOT pay:

1. For generators or awnings that are not with Your Campervan on a journey;
2. For generators that break down or develop mechanical or electrical faults;
3. For damage caused by age, wear and tear; or damage that happens over a period of time;
4. For any damage caused by a failure to maintain your awning or generator in good working order.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

## Section 6: Fire Brigade Charges

***Your Schedule shows whether You have this cover.***

### **What is covered under this Section**

If You have this cover, We will pay up to the amount shown in Your Schedule if You are liable to pay charges made by a fire authority to:

- A. control or put out a fire in (or on) Your Campervan, providing You are also making a valid claim under Section 2 – Loss of or Damage to Your Campervan of this Campervan Policy for the same incident, and / or
- B. remove the driver or Passengers from Your Campervan using cutting equipment.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

## Section 7: Windscreen and Windows

***Your Schedule shows whether You have this cover.***

**We operate an Approved Windscreen Supplier through Allglass Windcreens Nationwide Ltd (Allglass). If You want to make a claim under this Section, You must use Allglass to repair or replace Your windscreen or window glass.**

All claims must be verified before any repair or replacement work is undertaken. If You wish to make a claim, please telephone:

**Republic of Ireland: (0)1 460 6905**

**Outside Republic of Ireland: +353 (0)1 460 6905**

### **What is covered under this Section**

If You have this cover, We will pay up to the amount shown in Your Schedule to repair or replace a chipped, cracked, or broken windscreen or window glass in Your Campervan.

### **What is NOT covered under this Section**

We will NOT pay for:

1. more than 2 windscreen / window breakage claims during any Period of Insurance;
2. an Excess of €25, if You choose to replace a windscreen or window when Allglass recommends that it is repaired;
3. damaged or broken glass in mirrors, lights, lenses, or internal glass;
4. damage to the mechanical or electrical window-winding mechanism;
5. damage caused by wear, tear or negligence;
6. damage caused by Your own deliberate actions;
7. the extra cost of replacing glass that is not in accordance with the manufacturer's specification for Your Campervan;
8. any extra cost of glass, including the cost of importing it from outside the European Union;
9. glass or perspex that is an integral part of a removable canopy or hood;
10. any amount over the value of the broken glass;
11. any more than the Market Value of Your Campervan, or the amount You insured it for if less; or
12. any breakage or repair You notify Us about more than 90 days after it happened.

*Even if You do not have cover under this Section, You are entitled to a 20% discount (correct at time of printing) from Allglass for windscreens, window glass, and repairs to glass. You can get this by calling Ornella Windscreen Assist on the number given above and quoting Your current Ornella Insurance Policy number.*

A claim made under this Section will not affect Your No Claims Discount.

# Section 8: European Campervan Breakdown Assistance

European Campervan Breakdown Assistance is a 24 hour emergency breakdown recovery service. It is there to assist You in Your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance. You should be aware that the cover provided will be at Our discretion as not all options are available to them at all times.

**THIS SECTION PROVIDES YOU WITH ASSISTANCE AT THE TIME YOU NEED IT. IT DOES NOT MAKE GOOD COSTS YOU INCUR YOURSELF. TO GET THE ASSISTANCE PROVIDED BY THIS SECTION YOU MUST FIRST CALL US ON**

**Within Ireland: 091 560 645**  
**Outside Ireland: +353 91 560 645**

**WE CANNOT REPAY THE COST OF ASSISTANCE YOU ARRANGE FOR YOURSELF.**

**Definitions relating to European Campervan Breakdown Assistance.**

**In this section only, the following terms have the same meaning wherever they appear.**

<b>You, Your</b>	The Campervan Policyholder; and any driver who is driving the vehicle specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent and who is a resident of the Republic of Ireland
<b>We, Us, Our</b>	Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number 903874.  In any document relating to this policy, a reference to Mapfre Assistance Agency Ireland shall be taken to mean Mawdy.
<b>Your Campervan</b>	A vehicle insured by this Campervan Policy being driven in accordance with the valid certificate issued in respect of it.
<b>The Passengers</b>	All non-fare paying passengers (excluding hitch-hikers) being transported in the Your Campervan at the time assistance is required.
<b>Territorial Limit</b>	The European Union, The United Kingdom, Andorra, Gibraltar, Liechtenstein, Norway, San Marino, Switzerland, and Monaco.
<b>Period of Cover</b>	The period for which this Campervan Policy remains in force as specified in the Schedule to this Campervan Policy.

You are covered for the assistance services in this Campervan Policy for a **maximum of 3 breakdowns** during the period of cover provided You have paid the premium.

## Benefits

We will provide the following benefits:

In the event of the Your Campervan being immobilised as a result of a mechanical or electrical breakdown, fire, attempted theft, malicious damage, punctures that require assistance, to fix or replace a wheel, lost keys, stolen keys or keys broken in the lock or locked in it.

We will arrange and pay for:

<b>Assistance provided</b>	<b>Description of assistance</b>
<b>Labour</b>	We pay for the cost of the call out and up to one hour labour charged by a repairer provided the repair is carried out in situ and not at the repairer's premises.
<b>Towing</b>	Towing Your Campervan to the nearest competent repairer or to a garage of Your choice, whichever is closer.
<b>Message relay</b>	We will pass on two urgent messages for You.

## What to do?

Should You require assistance, please telephone the Emergency Helpline on the following number: **+353 91 560 645**

Please have the following information available when You call:

- Your exact location
- the registration number of Your Campervan.
- Your Campervan Policy number
- a telephone number where You can be contacted
- a description of the problem

We are responsible only for the cost of providing benefits available in this section of the Campervan Policy. If You make Your own arrangements You will not be reimbursed.

## Customer Care

In the unlikely event of a dispute occurring regarding this Campervan Policy You should, in the first instance, write to:

**The Customer Service Department,  
Mawdy,  
22-26 Prospect Hill, Galway.**

Should You remain dissatisfied, You may contact:

The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2,  
D02 VH29 Phone: +353 1 567 7000, Email: [info@fspo.ie](mailto:info@fspo.ie) Web: [www.fspo.ie](http://www.fspo.ie)

**Or**

Insurance Ireland Information Service, 39 Molesworth Street Dublin 2

This procedure is in addition to any other legal rights You may have to take legal proceedings.

Any telephone calls made in connection with this Campervan Policy may be monitored or recorded to assist with staff training and for quality control purposes.

## Conditions

1. We will not arrange any assistance unless We have been notified and have authorised assistance through the medium of the emergency telephone number provided.
2. In the event of attempted theft of Your Campervan, the attempted theft must be reported to a police station before any benefits can apply.
3. The Campervan Policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of Ours.
4. If You cancel this Campervan Policy no refund of premium will be provided, except as required by law.
5. We will only arrange for assistance within the Territorial Limits of cover.
6. We will only provide assistance if Your Campervan is limited to 4.5 tonnes in laden weight.
7. You must be with Your Campervan when the repairer arrives. If You are not with Your Campervan and our repairer cannot assist, any subsequent assistance will be at Your own cost.
8. We may refuse assistance in circumstances where a driver is clearly intoxicated, or Your Campervan is in an un-accessible off-road location.
9. If We have to make a forced entry to Your Campervan because You are locked out, You must sign a declaration, saying that You will be responsible for the damage.
10. Cover is not applicable if Your Campervan has been modified for or is taking part in racing, trials or rallying.
11. Your Campervan shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
12. You may be asked to wait a minimum of two hours for the repairer to arrive.
13. Apart from taking Your Campervan to a repairer, we will not provide any assistance for You or The Passengers in Your Campervan to continue or abandon Your journey.
14. If You cancel an assistance, You are not eligible for another call out for that assistance.
15. We will only provide assistance if your trip is one of less than 90 days.
16. We will only provide assistance a maximum of 3 times in any Period of Insurance. After we have provided assistance the third time this section of the Campervan Policy will no longer apply for the remainder of the current Period of Insurance.

## What is not covered:

We will not arrange assistance or pay for:

1. Any recurring claim due to the same cause within the last 28 days where a permanent repair has not been undertaken to correct the fault;
2. any liability or consequential loss arising from any act performed in the execution of the assistance services provided;
3. expenses which are recoverable from any other source;
4. any claim arising where Your Campervan is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications or arising directly out of the unreasonable driving of Your Campervan on unsuitable terrain;
5. any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by You;
6. the cost of repairing Your Campervan other than outlined in the benefit, 'Labour' above;

7. the cost of any parts, keys, lubricants, fluids or fuel required to restore Your Campervan's mobility;
8. any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in Your Campervan;
9. any breach of this section of the policy or failure on Our part to perform any obligation as a result of
  - a. acts of God,
  - b. government control, restrictions or prohibitions, or any other act or omission of any public authority (including government) whether local, national or international,
  - c. the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the company), or
  - d. any other cause whatsoever where such cause is beyond our reasonable control;
10. any claim where Your Campervan vehicle is not a campervan;
11. breakdowns where Your Campervan is not accessible or cannot be transported safely or legally or without hindrance using a standard transporter;
12. any winching costs or specialist equipment (for example any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the road or overturned or without wheels) but we will continue to provide assistance once Your Campervan has been recovered to a suitable location;
13. punctures where no serviceable spare wheel or tyre is available; OR.
14. claims arising from loss or damage to contents of Your Campervan.

## **Data Protection**

We use Your personal data in the following ways:

- to provide You with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on Your behalf under the terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to help in processing any applications You may make;
- to identify and market products and services that may be of interest to You, (subject to Your prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults

We may share Your details with other companies within Our group to support the administration of Your policy. We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Information which You supply to us in connection with this policy will be held on our computer records and stored according to the GDPR. We will not keep Your personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given us during your policy. If you would like a copy of your information, please contact our Data Protection Officer, Mawdy, 22-26 Prospect Hill, Galway. Or email: [DPO.IRELAND@mawdy.com](mailto:DPO.IRELAND@mawdy.com)

If You require more information in relation to how we process data and Your rights please contact us at the address above.

## **Cancellation**

You may cancel the cover provided by this section and to receive a full refund of premium under this section by giving written notice of cancellation within 14 business days from the date when You are informed that this Campervan Policy has been concluded. Unless You exercise this right to cancel within this period, no refund will be made.

## **Insurance Act 1936**

All monies which become or may become payable by Us to You under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

## **Finance Act 1990**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Signed on behalf of the Company

A handwritten signature in black ink, appearing to read 'Craig Senior', is written over a horizontal line.

**Craig Senior**  
**General Manager**

By Authority of the Board

**This insurance is underwritten by:**

Accelerant Insurance Europe SA, Registered Office:  
Bastion Tower, Place du Champs de Mars 5, 1050 Brussels, Belgium

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

Mawdy, registered office: 22 – 26, Prospect Hill, County Galway, Ireland.

Mapfre Asistencia Compañía Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Company registration number 903874.

**Policies are arranged and administered by:**

Ornella Underwriting Limited, registered office: The Bushels, Cornmarket, Wexford  
Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance,  
Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.

A stylized, light green leaf pattern is positioned in the bottom right corner of the page. It features several curved branches with small, pointed leaves, creating a decorative border.

**Issue 2024 01 PE**

**Ornella Underwriting Ltd.**

The Bushels, Cornmarket, Wexford.

**t** 053 91 80323 **f** 053 91 80399

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