



ROI December 2021

# Camper Insurance Policy

Arranged by



**D O L M E N**  
INSURANCE BROKERS

Quality cover for  
people on the move

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In the event of a claim please call **our** 24 hour  
Claims Helpline on:

**0818 7 365 24**

(003531 8583200 from outside the ROI)

# Caring for you

There may be times when **you** feel **you** do not receive the service **you** expect from **us**.

This is **our** complaints process to help **you**.

- ▶ For a complaint about **your policy**, contact **your broker** (if any) or local **AXA Insurance branch**.
- ▶ For a complaint about **your claim**, contact **our claims action line** on **0818 7 365 24**.

If **we** cannot sort out **your** complaint, **you** can contact **our** Customer Care Department on **0818 505 505** or:

- ▶ email: **axacustomercare@axa.ie**; or
- ▶ write to **AXA Insurance, Customer Care Department, Freepost, Dublin 1**.

If **you** are unhappy with the way **we** have dealt with **your** complaint, **you** may be able to refer to the:

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Tel: +353 1 567 7000.

Email: [info@FSPO.ie](mailto:info@FSPO.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

## Our promise to you

**We** will reply to **your** complaint within 5 working days.

**We** will investigate **your** complaint.

**We** will keep **you** informed of progress.

**We** will do everything possible to sort out **your** complaint.

**We** will use feedback from **you** to improve **our** service.

# Your policy wording

This document and any **endorsements** that are included in it sets out the rights and responsibilities of both **you**, and **us**.

Both **you** and **we** are free to choose the law applicable to this contract. **Your policy** will be governed by the law of the Republic of Ireland unless **you** and **we** have agreed otherwise.

The cover **you** have bought has many benefits to provide **you** with peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are detailed in this document.

Please read **your policy** carefully and keep it in a safe place.

**Your policy** includes:

- ▶ the **policy** wording in this document
- ▶ the **schedule** and **statement of fact** that has **your** details and the cover that applies; and
- ▶ Any **endorsement** which applies.

AXA Insurance dac will provide insurance as described in the following pages for injury, loss or damage happening during the **period of insurance** or any subsequent period which may be agreed anywhere in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands or in transit by sea between any ports therein.



Phil Bradley  
Chief Executive

# Definitions

## Camper

The **camper**, owned by **you**, whose registration number appears on the current **certificate of insurance**, which is built or adapted to provide sleeping accommodation and cooking facilities, including all fixtures and fittings but excluding other contents.

## Certificate of insurance

The document that proves to the authorities that **you** have insurance which complies with the law. It shows:

- ▶ Who is insured to drive
- ▶ The **camper** that is insured
- ▶ The use that the **camper** is insured for

## Endorsement

An alteration to the terms of the **policy**. It may be included in this document or on **your schedule** or may be issued separately.

## Europe, European

- ▶ Member states of the **European** Union (EU) and
- ▶ Member states of the EEA (Iceland, Liechtenstein and Norway) and
- ▶ Switzerland

## Excess

The amount of a claim not covered by this insurance and for which **you** are responsible.

## Market value

The cost of replacing **your camper** with another of the same make, model, age and of a similar mileage at the time of loss. Modifications are excluded from the calculation unless **we** knew of them when agreeing cover.

## Motoring accessories

An item or piece of equipment designed for use in conjunction with a motor vehicle but not specifically for a **camper**.

## Period of insurance

The period from the start date to the end date of **your policy** as shown on your **schedule** and **certificate of insurance**.

## Policy

The contract of insurance between **you** and **us** based on the answers **you** have given to questions **we** have asked and/or **your statement of fact / proposal form** and any **endorsements** included.

## Schedule

The document which sets out **your** details, the dates of cover, the sections of the **policy** that apply and any **excesses** or **endorsements**. The **schedule** forms part of this **policy**.

## Statement of fact / Proposal form

A written record of the information provided by **you**, or someone acting on **your** behalf, in **your** application for this **policy**. It includes information provided in writing (including online) or spoken by **you** or by the person acting on **your** behalf.

## We, our, us

AXA Insurance dac.

## You, your

The policyholder named in the **schedule** including parties jointly described.

# Section 1 - Loss of or damage to your camper

This section applies only to a **camper** notified to and accepted by **us**.

## Section 1 (A) Comprehensive

**We** will pay for accidental loss of or damage to **your camper** (not exceeding its **market value**), its **motoring accessories** and specific items as shown below while they are in or on **your camper** or in **your** own private garage.

### Excess

**You** will be responsible for the €126 **excess**.

## Section 1 (B) Fire & Theft

**We** will pay for loss of or damage to **your camper** (not exceeding its **market value**), its **motoring accessories** and specific items as shown below while they are in or on **your camper** or in **your** own private garage caused by fire, theft or attempted theft.

**Your camper** must be missing for at least 28 days before **we** will consider it lost by theft.

### What is not covered under this section of the policy

- 1 Loss or damage caused by theft or attempted theft if the **camper** was taken by a member of **your** family or household unless **you** can provide **us** with written confirmation of notifying Gardaí of the theft.
- 2 Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on an unattended **camper**.

### Section 1 (C) Broken glass

**We** will pay the cost of repairing or replacing damaged or broken glass in the windscreen, windows and roof of **your camper**. **We** will also pay for any scratching to the bodywork of **your camper** resulting solely and directly from the broken glass.

### Section 1 (D) Fire brigade charges

**We** will pay charges from a local authority (in line with the Fire Services Act 1981) for putting out a fire in **your camper** if the fire gives rise to a valid claim under the **policy**, or for removing the driver or passengers from **your camper** using cutting equipment. The most that **we** will pay for any one claim is €1,000.

### Specific Items

In addition to the **camper** and its **motoring accessories**, the following items are covered up to the maximum amount in any one insurance year, less the **excess**, shown here.

Item	Maximum amount payable	Excess
Awnings attached to <b>your camper</b>	€3,000	€126
Portable electricity generating equipment in, on or connected to <b>your camper</b>	€2,000	€126
Contents of <b>your camper</b> including clothing, personal belongings and luggage, while in <b>your camper</b>	€5,000	€126
Pedal cycles while in <b>your camper</b> (Limit per bike is €350)	€850 per total claim	€126

In the event of **your camper** not being used for social, domestic and pleasure purposes, not in use, or is laid up, **your** contents cover for personal belongings will be reduced to €500. **We** will provide cover up to €500 for items that are lost or damaged caused by accident, fire, theft or attempted theft.

### Pedal cycles theft cover

This cover is designed to cover pedal cycles that might be stolen from **your camper**. It only applies to cases where the bike was securely locked to a bicycle rack attached to the **camper** at the time of the loss.

This cover is limited to €850 per total claim in any one insurance year. This may relate to multiple incidents or to the theft of several bikes.

- ▶ Limit per bike is €350.
- ▶ An **excess** of €126 per claim will apply.

### Replacement car

If **your camper** is disabled as a result of an incident that will give rise to a valid claim under this **policy**, **we** will at **our** option provide or arrange to provide **you** with a replacement car or pay up to €20.32 per day incurred by **you** in hiring a replacement car. **We** will decide how long this benefit is payable for up to a maximum of 35 days.

### Temporary use in Europe

Section 1, loss of or damage to **your camper**, also operates while **your camper** is in **Europe** (or in transit by sea between any port therein). **We** will pay any customs duty **you** are required to pay as a result of an accident covered by this **policy**.

### What do we pay?

The word 'pay' means that **we** may, at **our** option, make a payment in cash of the amount of loss or damage, or may repair, reinstate or replace.

If **we** know that **your camper** is the subject of a hire purchase or leasing agreement, any cash payment may be made to the owner named in it (whose receipt will be a full and final discharge).

**We** will not pay more for a claim than the **market value** of **your camper** immediately prior to the loss or damage.

**We** will not pay more than the manufacturer's current list price (plus the reasonable cost of fitting) for any part or **motoring accessory**.

If **we** settle a claim as a total loss, **we** reserve the right to own the salvage.

### Repairs, storage, collection and delivery

**You** may authorise repairs, provided such repairs are economical and an estimate is sent immediately to **us**.

A maximum limit of €200 will operate for all fees connected with towage and storage of **your camper** provided **you** notify **us** of any accident or loss within 48 hours. If **you** notify **us** after 48 hours **we** will determine the amount **we** deem reasonable to pay **you** for these fees.

If **your camper** is disabled, **we** will pay the reasonable cost of protection and removal to the nearest competent repairers.

After it has been repaired, **we** will pay for the reasonable cost of delivery of **your camper** to **your** address in the Republic of Ireland.

These costs will only be paid in connection with a valid claim for loss or damage.

Where an **excess** applies payment of this is **your** responsibility.

### Exceptions to Section 1

#### We will not pay for:

- ▶ Losses **you** sustain through not being able to use your **camper** (including the cost of hiring another vehicle).
- ▶ Depreciation.
- ▶ Wear and tear.
- ▶ The cost of any repair or replacement which improves **your camper** beyond the condition it was in before the loss or damage.
- ▶ Mechanical, electrical or software breakdowns, failures or breakages.

**We** will not pay for the item which broke down, failed or broke but **we** will pay for any consequent loss or damage which is covered, except that caused by a failure of portable electricity generating equipment.

- ▶ Damage to tyres from braking, punctures, cuts or bursts unless these are caused in a collision.
- ▶ Loss or damage from using **your camper** in a rally, competition, trial or on any race track, circuit or other prepared course.
- ▶ Loss or damage to anything in or on **your camper** other than its **motoring accessories**, spare parts and specific items shown above
- ▶ The cost of importing parts or accessories for **your camper** from outside the **European Union**
- ▶ The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's **European** representatives.

#### In respect of the specific items above and in addition to all other exceptions, **we** will not pay for:

- ▶ loss or damage caused by wear and tear, or gradual deterioration
- ▶ losses caused by a failure to maintain equipment in efficient working order
- ▶ contents of **your camper** if they are stolen while the **camper** was left unlocked
- ▶ contents of **your camper** consisting of
  - i money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery
  - ii tools, equipment, goods or samples or anything carried in connection with any trade or business
  - iii any article insured under any other insurance whether effected by **you** or not
- ▶ business or property insured by another insurance **policy**; or
- ▶ Satellite Navigational Equipment unless fitted by the Manufacturer or Authorised Dealer as original equipment of the **camper**

# Section 2 - Liability to others

## Third party bodily injury

**We** will insure the people insured against legal liability (and the associated costs below) for damages in respect of death of or bodily injury to any person as a result of an accident involving **your camper**.

## Third party property damage

**We** will insure the people insured against legal liability (and the associated costs below) for damages in respect of damage to property, subject to the following limitations, as a result of an accident involving **your camper**

- i The maximum amount **we** will be liable for is €30,000,000, including the associated costs below.
- ii If this **policy** covers more than one person, this maximum amount is the aggregate amount to be paid and **you** will have priority over any other people insured.
- iii In dealing with a claim or series of claims arising from one event, **we** may choose to pay **you** the full amount of this limit less any amounts already paid or any less amount for which such claim or claims can be settled. **We** will then take no further part in the handling or settlement of a claim, except to pay legal costs and expenses incurred in respect of matters prior to the date of such payment.

## People insured

- a **You**
- b Any person **you** allow to drive **your camper** who is covered to drive it under the **certificate of insurance**.
- c Any person using (but not driving) **your camper** with **your** permission for social, domestic and pleasure purposes.
- d If **you** wish, any person (other than the driver) travelling in **your camper**, or getting into or out of **your camper**.
- e The personal representative of any person in (a) to (d) following that person's death (but only in respect of the deceased's liability)

## Costs

- 1 Costs and expenses recoverable by any claimant
- 2 All other costs and expenses
- 3 Solicitor's fees for representation at the coroner's inquest or fatal inquiry or Court of Summary Jurisdiction
- 4 The cost of defence up to a maximum of €1,270 against a charge of manslaughter or dangerous driving causing death or serious bodily injury.

2, 3 and 4 must be incurred with the written agreement of **us**.

### Temporary Use in Europe

Section 2, liability to others, applies while the **camper** is in **Europe** (or in transit by sea between any ports therein).

### Exceptions to Section 2

#### We do not cover:

- ▶ Damage to property belonging to, or held in trust by, or in the custody or control of, the person insured.
- ▶ Liability for loss or damage to property which belongs to or is in the custody of, any person who is insured under this **policy** and who is driving **your camper**.
- ▶ Anyone driving **your camper** who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate driving licence or who is disqualified from driving.
- ▶ Any person other than **you** who has insurance under another **policy**.
- ▶ Anyone employed in the motor trade driving **your camper** because it is being overhauled, repaired or serviced.
- ▶ Any person insured who does not comply with the terms, exceptions and conditions of the **policy**.
- ▶ Death of or bodily injury to any person driving or in charge of **your camper**.

If the law requires **us** to pay a claim which would otherwise not be covered, **we** reserve the right to recover the amount from **you**.

# Section 3 - Personal accident cover

We will pay the relevant benefits as detailed below in the event that **you** are killed or sustain bodily injury as a result of an accident:

- 1 While travelling in or on, including getting into or out of:
  - a Any motor vehicle (excluding motorcycles, tractors, combines and farm implements) or pedal cycles, (whether motor assisted or not) where **you** are a passenger or driver.
  - b Any boat or railway train as a fare paying passenger
- 2 In connection with a railway train or motor vehicle in which **you** are involved as a pedestrian.

## Benefits Payable

Section	Benefit
A	€40,000
B	€40,000
C	€93 per week

### Section A – Death

Where death is as a direct result of the accident, occurring within twelve calendar months from the date of the accident

### Section B – Permanent disablement

Total loss by physical separation at or above the wrist or ankle of at least

- ▶ one hand
- ▶ or one foot
- ▶ or total and irrecoverable loss of all sight in one eye

Occurring within twelve calendar months from the date of the accident.

### Section C – Temporary total disablement

In consequence of which **you** are immediately following the injury and continuously thereafter entirely incapacitated from attending to any business or following any occupation as a direct result of the accident.

### Exceptions to Section 3

#### We will not pay benefit:

- ▶ for death that is not a direct result of the accident
- ▶ for suicide or attempted suicide or intentional self-injury or **you** being seriously mentally ill
- ▶ for **your** own criminal act
- ▶ for any physical defect or infirmity
- ▶ for pregnancy or childbirth
- ▶ if **you** are engaging in or taking part in racing or speed testing
- ▶ where death is sustained whilst **you** are under the influence of alcohol or drugs.

### Provisos

- a Compensation under Section C shall only be payable if:
  - i Notification of a claim under this section is made to **us** within 28 days of the date of occurrence and
  - ii **You** immediately attend a duly qualified Medical Practitioner and commence suitable treatment.

Payment will be made only in respect of the period during which **you** are undertaking medical treatment. Inability to take part in sports or pastimes will not, of itself, constitute total disablement.

#### b Compensation will not be paid:

- i Under more than one of Sections A or B
- ii Under Section C for any disablement for which compensation is payable under Sections A or B.

If a claim arises under Section A or B this section will cease to operate from the date of the accident.

- iii Under Section C, until the total amount payable is agreed, and not from more than 156 weeks in respect of any one accident.

#### c If **you** make a claim under Section C, and subsequently make a claim under Section A or B in respect of the same injury, the maximum amount payable under this section will be that payable in respect of Section B.

### Conditions

- 1 **You** must give **us** immediate notice of any accident which causes disablement that is within the meaning of this section, and **you** must place yourself in the care of a duly qualified Medical Practitioner and commence suitable treatment.
- 2 **We** must be given immediate notice of death resulting or alleged to result from an accident within the meaning of this section.
- 3 **We** will not pay any compensation unless **our** Medical Adviser(s) are allowed as often as they require to medically examine **you**.

# Section 4 - Hospital benefits

If **you** are hospitalised for more than 6 consecutive days as a result of a road traffic accident involving **your camper**, **we** will pay **you** an amount of €250 per week or part thereof while **you** are hospitalised, up to a maximum of 20 weeks.

## **We will not pay where death or injury is:**

- ▶ sustained while **you** are under the influence of intoxicating liquor or drugs.
- ▶ consequent upon suicide or attempted suicide.
- ▶ otherwise intentionally inflicted.

# Miscellaneous provisions

## Our right to recovery

If **we** have to make a payment due to **our** obligations under the Road Traffic Act, or any other law, which would not otherwise have been covered, **we** have the right to recover such payment from **you** or the person on whose behalf **we** made the payment.

## Payments

If so, required by legislation all monies payable by **us** under the **policy** will be paid in the Republic of Ireland.

## Emergency treatment in Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

While the **camper** is in any of the above territories **we** will insure any person using the **camper** against liability under the Road Traffic Acts to pay for emergency treatment of injuries caused by the **camper**.

# General exceptions

## Applicable to all sections of the policy.

### We shall not be liable in respect of:

- 1 Any injury, loss or damage occurring while your **camper** is being:
  - a Driven by any person not covered by the **certificate of insurance**.
  - b Used for any purpose not covered by the **certificate of insurance**.
  - c Is being driven by anyone who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate licence or who is disqualified from driving.
  - d Driven by any person who does not comply with the terms, exceptions and conditions of the **policy**.
  - e any claim under any section of the **policy** if the **camper** is used as a permanent residence or an extension of **your** permanent residence, as the Dolmen **camper** scheme is specifically designed to cover **campers** used for social, domestic and pleasure purposes only.
- 2 Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 3
  - a Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or
  - 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 irradiated 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 of its nuclear component thereof.
- 4 This **policy** does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless **we** have to provide cover under road traffic law:
  - a War, riot, revolution or any similar event, including any action taken to control or prevent such events.
  - b Any government, public or local authority legally taking or destroying **your** property.
  - c Any act of terrorism including any action taken to control or prevent terrorism. **We** define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.
- 5 This **policy** does not provide cover for any accident, injury, loss or damage caused by earthquake.
- 6 Any accident, injury, loss, damage or liability (except so far as is necessary to meet the requirements of Road Traffic legislation) while **your camper** is in or on any part of an aerodrome, airport or airfield provided for:
  - a The take-off and landing of aircraft and for the movement or parking of aircraft on the ground.
  - b Service roads, ground equipment, parking areas and those parts of passenger terminals coming within the Customs examination area.

## Camper Insurance General Exceptions

- 7 Any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
- a The loss of, alteration of or damage to or;
  - b A reduction in the functionality, availability or operation of;
    - i a computer system, hardware programme, software, data-information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of **you** or not that results from the deliberate or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer viruses, worms, logic bombs or trojan horses.

### This policy does not apply

- 1 If **your camper** is being used for purposes that are not shown in **your certificate of insurance**.
- 2 If **your camper** is being driven by, or in the charge of any person who is not covered by **your certificate of insurance**.
- 3 If **your camper** is being driven by **you** and **you** have not got a licence, or if **you** have had a licence, are disqualified from driving or getting a licence.
- 4 If **your camper** is being driven with **your** permission by any person who **you** know has not got a driving licence or who **you** know to be disqualified from driving or getting a licence.

- 5 If an accident happens and:
- a As a result, **you** and any insured person is convicted or has a prosecution pending for an offence involving alcohol or drugs;
  - b **You** or any person was driving while unfit to do so due to alcohol or drugs; or
  - c **You** or any insured person was driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.

### Then

- a The cover provided under section 1- loss of or damage to **your camper**, will not apply;
- b **You** or any person driving must repay all the amounts **we** have paid to cover any claims arising from the accident;
- c This **policy** does not cover anyone who does not meet the **policy** terms and conditions;
- d This **policy** does not cover any liability which **you** have as a result of an agreement or contract, unless **you** would have had that liability anyway.

# Conditions

## This policy is only valid if:

- ▶ The information you provided in the answers **you** have given to questions **we** have asked and/or, as recorded on **your statement of fact / proposal form** and declaration, is correct and complete, and
- ▶ **You** or anyone claiming protection has complied with the **policy** conditions.

If **you** do not comply, **we** may cancel the **policy** or refuse to deal with **your** claim or reduce the amount of a claim.

**We** may revise the terms, conditions or benefits set out in this document but if **we** do, **we** will give **you** written notice.

## 1. Claims procedure

**You** or **your** legal representative must give **us** full details by phoning the Claims helpline (0818 7 365 24 or 00353 1 858 3200 from outside Republic of Ireland) within 48 hours, after any event which could lead to a claim under this **policy**. If there is an accident, **you** must immediately do whatever **you** can to protect the **camper** and its accessories. If **your camper** is stolen, **you** must notify the appropriate law enforcement authorities, as soon as the loss is discovered. If the **camper** is not recovered, **we** will negotiate settlement of **your** claim on the basis of the **market value** in accordance with the **policy**.

There may be circumstances where **we** need other details in writing. **You** must also immediately send **us** any letters and documents **you** receive in connection with the event without replying to them.

If **you** know of any prosecution, coroner's inquest or other proceedings **you** must tell **us** immediately.

**You** and anyone insured by this **policy**, must not admit anything or make any offer or promise about a claim, unless **you** have **our** written permission.

**We** are entitled to take over and conduct the defence or settlement of any claim, and to pursue any claim for its own benefit in the name of **you** and/or the driver. However, **we** do not have to do so.

## 2. Looking after your camper

**You** must do all **you** can to prevent injury to other people and protect **your camper** and keep it in a roadworthy condition. If **you** do not do this, **your** right to claim under **your policy** may be affected.

**You** must let **us** examine **your camper** at any reasonable time if **we** ask to do this.

### You should ensure that:

- ▶ **Your camper** is locked and security devices activated when **your camper** is unattended
- ▶ All windows, doors and sunroofs are fully closed when **your camper** is unattended
- ▶ Tyres on **your camper** are within the legal requirements
- ▶ **Your camper** has a valid CVRT certificate if required by law
- ▶ Ensure **your camper** and its **motoring accessories** and specific items are free from any defect.

## 3. Other insurance

If any loss or damage is covered by any other insurance, **we** will not pay more than its rateable proportion, except as otherwise stated in the **policy**.

### 4. Changes to your policy

This **policy** is based on the factual information **you** provided. These facts are represented by the by the answers **you** have given to questions **we** have asked and/or the **proposal form you** completed and/or the **statement of fact we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate.

If **you** are not sure whether or not certain facts are important, please ask **us**.

**We** have the right to accept or decline changes to **your policy** and **we** may charge an additional premium including an administration charge.

### 5. Cancellation

To cancel this **policy**, just advise **us** by phone or in writing and return **your certificate of insurance** and insurance disc. **We** will refund premium on the following basis:

- ▶ If **you** request cancellation within 14 working days of the date upon which **we** inform **you** the **policy** has been incepted, **we** will refund the full premium.
- ▶ Otherwise, if **you** cancel the **policy** within the first 12 months of the **policy**, **we** will not refund **your** premium.
- ▶ If **you** have had continuous cover for more than 12 months, **we** will issue a refund based on the unused days left to run on the **policy** less an administration fee, provided **you** have not claimed or been involved in any incident likely to result in a claim during the current **period of insurance**.

**We**, or our authorised agent, may cancel the **policy** by giving **you** 10 days notice in writing to **your** last known address and **we** will inform the Department of Transport. **You** must then return the **certificate of insurance** and insurance disc.

### 6. Suspension

There is no refund if **your camper** is laid up and/or out of use.

### 7. Misrepresentation and Deception

#### Definitions:

- ▶ Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent.

All of the information which **you** gave **us** and all of the answers **you** have provided to the questions which **we** asked **you** leading to the inception of this contract of insurance have effect as representations made by **you** to **us**.

- ▶ Deception is where false information is used to make an unfair or unlawful gain.

**You** must not act in a fraudulent way.

**We** will take action shown below if, when proposing for or requesting alterations to this policy, **you** or anyone acting for **you**:

#### Negligent Misrepresentation

If **you** have made a negligent misrepresentation and a claim arises **we** may:

- a Avoid the contract and return **your** premium if **we** would not have entered into the contract under any terms
- b If **we** would have entered the contract but on different terms, treat the contract as if those different terms apply
- c If **we** would have entered the contract but at a higher premium **we** may reduce proportionately the amount to be paid on any claim

If **you** have made a negligent misrepresentation and no claim has arisen **we** may terminate the contract on reasonable notice to **you**.

### Fraudulent Misrepresentation

If a claim is made and if any answer given by **you** to **us** involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind **we** may avoid this contract of insurance.

### Fraudulent Claims

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

- ▶ Makes a claim under the **policy**, knowing the claim is false or misleading; or
- ▶ Makes a claim for any loss or damage deliberately caused by **you** or a person covered to drive **your camper** or with **your** knowledge
- ▶ In connection with a claim makes a statement to **us** or anyone acting on **our** behalf, knowing the statement is not true;
- ▶ In connection with a claim sends **us** or anyone acting on **our** behalf a document, knowing the document is false

**We** may take one or more of these actions as well as **our** other rights:

- ▶ **We** will not pay the claim.
- ▶ **We** may avoid the **policy** with effect from the date of the fraudulent claim or fraudulent act.
- ▶ **We** will not return **your** premium.

If **you** commit a fraudulent act on any other **policy**, then **we** may:

- ▶ Cancel this **policy**
- ▶ Consider letting the appropriate law enforcement authorities know about the circumstances.

## 8. Dispute Resolution

Any disagreement that **we** have with **you** and that **we** cannot settle between **us** may be referred to the Financial Services and Pensions Ombudsman.

If the Financial Services and Pensions Ombudsman will not deal with the disagreement, **we** may agree to refer the dispute to arbitration or mediation. The arbitrator's decision will be final and binding.

If **you** wait more than a year to do this, **you** will be considered to have abandoned **your** claim and **you** cannot take it up again.

# Endorsements

## Trailers

**We** will indemnify **you** in the terms of Section 2, Liability to others, in respect of liability arising while any trailer or caravan, details of which have been supplied to **us**, is detached from the **camper** insured under this **policy**.

**We** do not cover any liability if the trailer or caravan is attached to a vehicle which is not covered by this **policy**.

## Endorsement 66 – Breakdown Assistance Cover

AXA Assistance (Ireland Ltd operates the 24 hour motoring assistance helpline. Their registered office is Kilmartin N6 Retail Park, Athlone, Co. Westmeath, Ireland.

To avail of the benefits provided by this **endorsement you** must use the freephone number 1800 333 393 (or +353 906 486335 if calling from abroad). Any expenses incurred prior to or without calling this number will not be covered.

### What is covered:

AXA Assistance (Ireland) Ltd will arrange the dispatch of a Motor Trade Professional (MTP) to the site of breakdown or accident. The cost of this callout is covered. In the event of breakdown, the MTP will attempt to get the **camper** mobile, and the cost of up to one hours labour to achieve this is covered.

### Events covered:

- ▶ electrical or mechanical breakdown;
- ▶ the **camper** does not start;
- ▶ accident or fire;
- ▶ theft, attempted theft or malicious damage;
- ▶ punctures where **you** need help to replace or repair a wheel;
- ▶ loss or theft of keys;
- ▶ breakage of keys in the lock, or keys locked into the **camper**; or
- ▶ loss of, or running out, of fuel.

**Our** network of service providers are capable of towing most **campers** including large **campers** up to 8.5 metres in length and 7 tonnes gross vehicle weight. If in the opinion of **our** local service provider, it is possible to tow **your camper** and **you** require a tow **we** will cover the cost of towing to either the nearest competent repairer or to any other chosen location (including repatriation) up to a maximum of €650 for any one incident and €1,500 per **policy** year. If the **camper** is too large to tow **we** will cover the cost of an additional one hour's labour attempt to get the **camper** mobile.

Please note under French Law **we** cannot assist on French Motorways. **You** will need to contact the Police if **you** breakdown on a French Motorway.

The following countries are covered:  
Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom and the Vatican City.

Please ensure **you** have **your policy** document with **you** when travelling abroad.

### Continuation of journey

If it is not immediately possible for **you** to continue **your** journey or return to **your** address **we** will cover the cost of car hire, reasonable public transport or taxi fares for **you** and **your** passengers. Accommodation is also covered while waiting for **your camper** to be repaired. The maximum amount **we** will pay arising from any one incident is €400 and up to €1,000 per **policy** year. Please note that **you** will be responsible for all onward transportation in the first instance and AXA Assistance will reimburse these costs once **your** claim has been validated. Claims for reimbursement of public transport or taxi fares will be assessed individually. All receipts and tickets must be retained.

#### Exceptions

**We** will not be liable:

- ▶ For losses of any kind that come from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
- ▶ To pay for expenses which are recoverable from any other source.
- ▶ For any claim where **your camper** is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specification.
- ▶ For any claim arising out of unreasonable driving of the **camper** on unsuitable terrain.
- ▶ For any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by **you**.
- ▶ For the cost of repairing the **camper** except as outlined above.
- ▶ For the cost of any parts, keys, lubricants, fluids or fuel.
- ▶ For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the **camper**.
- ▶ For any breach of this section of the **policy** or failure on **our** part to perform any obligation where such failure is beyond **our** reasonable control.
- ▶ For any claim where the vehicle is not a **camper**.
- ▶ If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage the **camper** suffers if you continue to drive it as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **camper** to a suitable facility so a permanent repair can be carried out.
- ▶ Any parts, including the battery, found to be defective

#### Conditions

- ▶ No benefit shall be payable unless **we** have been notified through the emergency phone number of 1800 333 393 (within Ireland) or +353 906 486335 (to Ireland from Abroad)
- ▶ In the event of theft or attempted theft of **your camper**, the theft must be reported to the local Police station as appropriate.
- ▶ **Your** policy number must be quoted when calling for assistance.

### Endorsement 6205 – Extra Benefits

**Your schedule** will show if you have chosen this cover which is available at an additional charge.

This package gives **you** additional cover as outlined below.

- ▶ Cover for an external motorbike rack - limit €1,250
- ▶ Cover for a crash bar - limit €500
- ▶ Cover for a tow bar - limit €1,000
- ▶ Cover for Solar panels - €1,500
- ▶ Cover for Satellite system - €3,000

#### What is not covered:

- ▶ An **excess** of €126 applies to this extended cover.
- ▶ This cover only applies to purpose-built **campers** that are less than 10 years old.

# General Information

## What do you do after an accident

This page is for **your** assistance and does not form part of the **policy**.

Note the registration number of the vehicles involved. Ask for the names and addresses of other people involved and any witnesses.

Make a sketch plan of the scene of the accident. Do not admit responsibility or sign any statement to this effect.

If the accident results in damage to another vehicle, an animal, or other property, to comply with the law **you** must

- ▶ stop
- ▶ give **your** name, address and registration particulars of the vehicle (along with the owner's name and address) to anybody requiring the information.

If anyone other than yourself is injured, **you** must show **your certificate of insurance** to the Gardaí or to any other person reasonably asking. If **you** cannot do this at the time of the accident, report the accident to the Gardaí as soon as possible and in any case within 24 hours. **You** must also show **your certificate of insurance** to any person reasonably asking, if **you** have caused damage to another vehicle or property.

## Getting your camper repaired

If the damage is covered by **your policy**

- ▶ please arrange to remove **your camper** to the nearest competent repairer and ask for an estimate to be sent to **us** as soon as possible.

## Excess

Where a damage claim is subject to an **excess**, it is **our** practice to instruct the repairer to collect the **excess** from **you** directly, when the repair is complete.

## Telling Us

Complete and send an accident report form as soon as possible. If **you** do not have one, they can be obtained from **your** broker or local AXA Insurance branch .

## Prosecutions

**You** must let **us** know at once if **you** receive notice of any intended prosecution as a result of the accident.

It would also help **us** as **your** insurers to know if other parties involved in the accident are to be prosecuted. Please tell **us**.

## Claims made against you by other persons

Send all letters and other correspondence to **us** as quickly as possible so that **we** can deal with them on **your** behalf.

Do not admit liability for the accident or make any offer of payment. In **your** own interest, **you** should contact **us** if **you** are asked to give a statement to anyone.

## Travelling abroad

**Your policy** cover applies when travelling in **Europe**. Please bring **your policy** document with **you**.

**You** do not require a green card when **you** are travelling within the European Economic Area (all EU member countries and Norway, Switzerland and Iceland). Please contact Dolmen insurance Brokers if **you** are travelling outside of this area.









## We're here to help.

Camper Careline **+353 1 802 2330**

For breakdown assistance **1800 333 393**  
(+353 906 486335 from outside ROI)

For claims assistance **0818 7 365 24**  
(+353 1 8583200 from outside ROI)

Dolmen Insurance Brokers Limited is regulated by the Central Bank of Ireland.

AXA Insurance dac is regulated by the Central Bank of Ireland. We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer service.

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