The Caravanners Scheme
Policy

Important Information
Please read and keep safe

AVIVA

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Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Special Notes

Important

Please let us know immediately, about any event which could lead to a claim. We are very proud of our claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you.

Accident Line

You can contact us 24 hours a day, 365 days a year on 1800 147 147.

If calling from abroad please contact us on 00 353 91 525311.

Foreign Use - Temporary use in the European Union (EU)

We will automatically extend your policy to provide the insurance set out in this policy for events which may happen while the Motor Caravan is being driven or used temporarily in the European Union, any member state of the European Economic Area (Iceland, Liechtenstein and Norway) or Switzerland during any period of insurance.

For this cover to apply:

(a) you must remain a permanent resident in the Republic of Ireland;

(b) the Motor Caravan must be in your custody or control while temporarily outside the Republic of Ireland;

(c) the Motor Caravan is normally kept in the Republic of Ireland; and

(d) use of the Motor Caravan outside the Republic of Ireland is not of a permanent nature.

When traveling abroad we recommend that you bring your policy documents with you.

Please contact your broker if you are travelling outside the European Union, European Economic Area or Switzerland, in advance with full details of your journey. 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.

If you require a Green Card, we give you one free of charge. Please contact us in advance with full details of your journey.

Introduction

Your Policy and Schedule

The schedule (which should be read as one document in conjunction with your policy), and Road Traffic Act Certificate(s) of insurance and disc(s) are separately enclosed. The schedule shows your cover and any additional benefits or amendments applicable.

You have the right to cancel your policy within the Cooling Off Period. You need to return your certificate and disc to us so we can cancel the policy. We will work out the premium for the period we have been insuring you and refund the balance.

The Caravanner's Policy

This policy booklet, the information you have provided, the Schedule and Certificate, form the contract of insurance between you (the policyholder) and us (Aviva Insurance Ireland DAC). In return for your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage that happens within the geographical limits during the period of insurance.

The Law applicable to the Contract

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC and you, the proposer, are free to choose the law applicable to the contract. We propose that the law of the Republic of Ireland will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy through an intermediary or broker, you can direct your complaint to them or to Aviva Insurance Ireland DAC at 1800 666 555. If your complaint relates to a claim, please let us know by:
Phone 1800 147 147 or email at claimcomplaints@aviva.com.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

If you are not satisfied with our response or how we have dealt with your complaint, you may refer your complaint to:

Financial Services and Pensions Ombudsman ('FSPO'), at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: 01 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

You will not lose your right to take legal action if you contact the Financial Services and Pensions Ombudsman.

Insurance Act 1936 (Section 93)

All monies which become or may become due and payable by us to you under this policy will be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Definitions

Throughout your policy documentation certain words have a specific meaning wherever they appear and we have defined these below.

Bodily Injury:
Injury resulting directly from an accident caused by something violent and visible.

Certificate:
The current document that proves you have the motor insurance you need by law. The certificate shows who can drive your vehicle and what you can use it for. It is proof that you can use your vehicle on a road or in any other public place, as needed by the Road Traffic Acts. The certificate does not show the cover you have.

Company:
The word 'Company' wherever it appears shall be deemed to mean Aviva Insurance Ireland DAC.

Cooling off Period:
The 14 working days after:

- the start date of the Policy; or
- the day on which you receive your Policy documents;

whichever is later.

Endorsement:

Changes in the terms of your policy. These are shown in your schedule and described in section 6 of your policy.

Excess:
The amount you will have to pay towards any claim.

He / Him / His:
The words "he", "him" and "his" herein also mean respectively and if applicable "she", "her", "hers" or "it".

Loss of Limb (section 5):
Having a limb cut off or permanent loss of use of the limb at or above the wrist or ankle.

Motor Caravan:

Motor Caravan means a vehicle which has been designed and constructed to provide temporary living accommodation which has an interior height of 1.8 meters (6ft) and incorporates the following PERMANENTLY fitted equipment: (1) seats, (2) sleeping accommodation, which may be converted from the seats, (3) cooking facilities, (4) a sink unit and (5) storage facilities.

Period of Insurance:
The period of time covered by this policy, as shown in the schedule, and any further period that we agree to insure you for.

Person Insured (section 5):
The person named in the schedule as being insured.

Schedule:
The document which give details of the cover you have.

the Motor Caravan:
Any Vehicle you have given us details of and which we describe under the heading of 'Vehicles or classes of vehicles, the use of which is covered' in the certificate we have given you and which is still in force.

We / Us / Our:
Aviva Insurance Ireland DAC and the other Insurers.

Windscreen Damage:
Accidental breakage of the windscreen or any other window, which forms part of the Motor caravan, (excluding the sunroof and or panoramic roof), and scratching of bodywork resulting solely and directly from such breakage. **Please note** for the purpose of the cover provided, glass includes the front windscreen, back and side windows but excludes any sunroofs, panoramic roof, mirrors and lights.

You / Your:
The Policyholder named in the Schedule.

Geographical Limits

We will provide insurance as set out in this policy for events which may happen in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands during any period of insurance.

Interpretation (Motor Caravan Sharing)

When the Motor Caravan is being used, for social or similar purposes, to carry passengers and you receive contributions for this use, it will not be considered use for "hire or reward" provided:

(a) The Motor Caravan is not constructed or adapted for more than 8 passengers.

(b) You are not carrying passengers as a business.

(c) That the total contributions you receive do not constitute an element of profit.

Replacement Lock Cover

If the Motor Caravan keys or lock transmitter of your Motor Caravan is lost or stolen, we will pay for the cost of replacing:

1. the door locks and boot lock;
2. the ignition steering lock; and
3. the lock transmitter and central-locking interface.

However, you must prove to us that any person who may have your keys or transmitter is likely to know where you keep your Motor Caravan.

We will not take off the excess and the most we will pay is €1,000.

Fire Brigade Charges

We will pay for charges made by a fire authority under the Fire Services Act 1981 to:

- control or put out a fire in your Motor Caravan (in circumstances which have given rise to a valid claim under your policy); and
- remove the driver or passengers from the Motor Caravan using cutting equipment.

The most we will pay is €1,000.

General Exceptions – All Sections

We will not pay for the following except where it is necessary to meet the requirements of Road Traffic Legislation:

1 Any accident, injury, loss, damage or liability occurring if any vehicle shown in the Certificate is, at the time of the accident, being driven or used other than in accordance with the terms of the Certificate.

2 Any liability assumed or imposed by virtue of an agreement but which would not have applied in the absence of such agreement.

3 Any accident, injury, loss or damage (except under section 2) arising during or in consequence of:

(a) earthquake or

(b) a riot or civil commotion (unless proven by you that the loss damage and / or injury was not occasioned thereby).

4 Loss or damage (except under Section 2) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5 (a) (i) loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss, or

(ii) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:

- ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

  or

- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(b) any consequence of War, Invasion, Act of Foreign Enemy, Hostilities, (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power

(c) any consequence of an act of terrorism including any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism,

Terrorism means an act and/or threat of force or violence by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization whose intention is, for political, religious, ideological or other purposes, to influence any government or to place the public, or any section of the public, in fear.

Cyber Exclusion

We will not pay for the following except where it is necessary to meet the requirements of the relevant Road Traffic Legislation

6 any liability arising directly or indirectly from or in connection with a Cyber Loss.

For the purpose of this exclusion, Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any Cyber Act including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

Cyber Act means a deliberate, unauthorised, malicious, or criminal act or series of related deliberate unauthorised, malicious, or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer system.

Computer System means any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Sanctions Exclusion

We will not pay for

7 Any loss damage liability cost expense or any other benefit of whatsoever nature where the provision of any payment in respect of such loss damage liability cost expense or any other benefit under this policy would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions laws or regulations, including those of the European Union, United Kingdom and United States of America.

Pollution

We will not pay for

8 Any liability in respect of pollution or contamination other than caused by a sudden and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Company for all compensation payable in respect of such pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed €2,000,000 in the aggregate.

For the purpose of this clause 'pollution or contamination' shall be deemed to mean

(a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

(b) all loss or damage or injury directly or indirectly caused by such pollution or contamination.

General Conditions – All Sections

Keeping to policy terms

1 It is a condition precedent to our obligation to make any payment under this Policy that:

(a) You answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us.

(b) You or any other person on whose behalf payment is claimed, observe the terms and conditions of this Policy insofar as they apply.

(c) Since the start date of the policy or your last renewal date (whichever is the latest), if there has been a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten), or those of other drivers covered under this policy, you must advise us immediately or you may lose all benefit and cover under this policy.

(d) Any person whose driving is covered by the terms of the certificate must hold a licence to drive that vehicle and must meet the conditions and any limits of the driving licence held or, if they have held a licence to drive that vehicle, must not be disqualified from holding that licence.

Claims

2 You or any other person whose liability is covered under Paragraph (4) of the Certificate must:

(a) Immediately notify us of any event which may give rise to a claim under this Policy with all the details we may require.

(b) Notify us immediately if you become aware of any impending prosecution or inquest in connection with such event.

(c) Not admit, deny, negotiate or settle a claim without our written consent.

(d) Submit all documentation, proofs and information and give us any letter or legal summons or similar documents we may reasonably need; and

(e) Co-operate fully with us in investigating and handling any claim.

We may:

(a) At our own discretion take over and conduct in your name (or that of any person entitled to indemnity or payment under this Policy) the defence or settlement of any claim, or to prosecute in your name (or such other person) for our own benefit a claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any such claim.

(b) Where any legal liabilities have to be met under the terms of this insurance, have the right to seek recovery from you (or such other person) when there has been non compliance with the terms, conditions and exceptions of this Policy.

(c) If the law of any country in which this Policy applies or an agreement between Insurers and Government (e.g. the Motor Insurers' Bureau of Ireland agreement) requires us to make any payment on your behalf which we would not otherwise have paid, we have the right to recover the amount from you or from the person who incurred the liability or from both of you.

Cancellation

3 You may cancel this Policy at any time after the Cooling Off Period by returning your certificate of motor insurance and windscreen disc to us. As long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20.

We may cancel this policy by sending 10 days' notice by post to your last known address. You will then be entitled to a refund of part of your premium.

If you wish to cancel your policy within the Cooling Off Period, please read the section 'Your policy and schedule' on page 3 for more information.

Fraud

4 You may lose all benefit under this policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

You may lose some or all benefit under this policy if you have not answered all questions, which we have asked, honestly and with reasonable care (including any answers or information you have provided to us that may have affected our decision to provide cover or in calculating the policy premium) or if you have used any false or stolen documents in applying for the cover provided under this policy.

In the event of any fraud relating to this insurance policy we may cancel the policy and retain the premium paid.

Duty to take care

5 You must take all reasonable steps to prevent accident, injury, loss or damage, and maintain the Motor Caravan in roadworthy condition. While unattended, the Motor Caravan must not be left unlocked or the keys to the ignition left with the Motor Caravan. We shall have free access, at all times, to examine the Motor Caravan.

Arbitration

6 Any dispute between you and us (about our liability over a claim or the amount to be paid) must be referred (within 12 months of the dispute arising) to

an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If you do not refer the dispute to arbitration within 12 months, we will treat the claim as abandoned.

Information or Changes we need to know about

7 You must immediately tell us about:

(1) any change or replacement of the Motor Caravan or if you sell or dispose of the Motor Caravan;

(2) a change to any driver that may drive the Motor Caravan;

(3) any change in your occupation;

(4) any change in the way the Motor Caravan is used;

(5) any change in the address at which the Motor Caravan is normally parked overnight;

(6) any modifications to the Motor Caravan;

(7) any change affecting ownership or the main driver of the Motor Caravan;

(8) any accident, loss or claims made against you or any driver that may drive the Motor Caravan and/or any claims currently outstanding/pending, that have not already been advised to us (excluding any windscreen, fire or theft claims);

(9) any convictions, offences, driving disqualifications or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction' under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016 that have not already been advised to us;

(10) any medical condition, that impairs any driver's ability to drive, that has not been advised to the relevant licencing authority or that has not already been advised to us.

If you don't give us full and correct information, or tell us about the above changes, we may refuse to pay all or part of a claim. Therefore, to ensure you are fully protected if you are unsure whether you need to tell us of a change in respect of your circumstances relating to your Motor Caravan or Motor Caravan insurance, please contact us immediately.

Mid term alterations

8 If you make an alteration to your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20.

Other Insurance

9 (a) If at the time of any claim you have another insurance policy covering the same loss, damage or liability, we will pay only our share of the claim.

(b) If at the time of any claim any other insured person (defined in Section 2 – Liability to third parties) has another insurance policy covering the same loss, damage or liability, we will not pay any part of the claim.

Events we insure

Section 1 – Loss of or damage to the Motor Caravan

We will pay for loss of or damage to the Motor Caravan or any part thereof and/or its accessories and spare parts including fixtures and fittings therein whether on the Motor Caravan or in your private garage, and loss or damage while in transit by sea (including embarking and disembarking) between any ports in the territories covered by this Policy. In addition we will pay for loss or damage to the Motor Caravan as a result of fire caused by cooking.

We may, at our own option, repair reinstate or replace the Motor Caravan or any part thereof or may pay in cash the amount of the loss or damage.

Hire Purchase/Contract Hire Agreement
Where, to our knowledge, the Motor Caravan is subject to such an agreement, any payment will be made to the owner described in the agreement whose receipt will be a final discharge to us for such payment.

Windscreen Damage
We will extend the cover under this policy to pay for loss of or damage to the glass in the Motor Caravan Windscreen (not including the sunroof or panoramic roof) and any scratching on the bodywork as a result of the breakage. We may repair or replace the windscreen or pay a cash amount for the loss or damage. If you use our aligned windscreen repairers (phone: 1800 147 147 for our current list of aligned repairers), for the replacement or repair, there is no limit. If you use any other windscreen repairer, there is a limit of €225 for any single event. There will be no deduction of excess if you claim.

Please note – for the purpose of the cover provided, glass includes the front windscreen, back and side windows but excludes any sunroofs, panoramic roof, mirrors and lights.

Towing charges
We will pay the reasonable cost of protection and removal to the nearest repairer if, as a result of any loss or damage insured under this Section, the Motor Caravan is disabled. In addition, we will pay the reasonable cost of delivery to you within the territories covered by this Policy after repair, reinstatement, replacement or recovery

Exclusions to section 1

We will not pay for:

1 Depreciation, wear and tear, mechanical, electrical or electronic breakdown.
2 Damage to tyres by braking, punctures, cuts or bursts.
3 Loss of use.
4 Loss or damage exceeding the current market value of the Motor Caravan immediately before the loss or the sum insured whichever is the less.
5 Loss or damage to radio, hi-fi, the Motor Caravan phone or C.B. equipment, unless stated or agreed, any amount in excess of 5% of the current market value of the Motor Caravan or €650, whichever is the less.
6 Any more than our proportionate share for loss or damage where, at the time of a claim, there is any other Policy covering such loss or damage.

7 Any person insured having a breath, blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations.

8 Any modifications unless they form part of the manufacturer's standard specifications or are optional extras that we have agreed to cover.

Section 2 – Liability to Third Parties

A **Definition of Insured Person**

For the purpose of insurance under this section the term "Insured Person" means:

1 You.

2 (a) Any person entitled to drive under the terms of the Certificate other than a person in the motor trade driving the Motor Caravan for purposes of overhaul, upkeep, and / or repair.

(b) Any person, with your permission, using, but not driving the Motor Caravan for social, domestic and pleasure purposes.

3 Any person, with your permission, in, getting into or out of the Motor Caravan.

4 At your request the owner of the Motor Caravan.

5 The employer or partner of any person whose business use is covered by the terms of the Certificate.

We will, on behalf of the Insured Person (or their legal personal representatives), pay in full damages and claimants' costs and expenses for bodily injury and, pay up to a limit of €30,000,000 the amount of liability for damages and claimants' costs and expenses for damage to property.

B **Legal Costs**

We may pay, in respect of any event which may be the subject of indemnity under this section:

1 The Solicitor's fee for representation at any Coroner's inquest or defence in any District Court.

2 The costs of defence against a charge, under sub-section 2(a) of section 53 of the Road Traffic Act 1961, of manslaughter or causing death or serious bodily harm by dangerous driving.

3 All other legal costs and expenses incurred in the defence of any claim for bodily injury or property damage arising as the result of an accident caused by or connected to the Motor Caravan and for which the Insured Person may be liable at law (all subject to our written consent).

C **Compulsory Insurance E.U. and Other Countries**

The insurance under this section is extended to give the minimum indemnity required to comply with the laws relating to compulsory insurance of vehicles in any country which is a member of the European Union, and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).

D **Unspecified Detached Trailers**

We will, on behalf of the Insured Person (or their legal personal representatives), pay in full the amount of Road Traffic Act liability for damages and claimants costs and expenses for bodily injury and, pay up to a limit of €30,000,000 the amount of liability for damages and claimants' costs and expenses for damage to property, in respect of any detached single axle trailer up to half tonne unladen weight.

Exclusions to Section 2

We will not pay

1 For damage to property owned by or in the possession, custody or control of the Insured Person on whose behalf payment is claimed.

2 For death of or bodily injury to any person driving, or in charge of for the purpose of driving, the Motor Caravan.

3 If the Insured Person on whose behalf indemnity is claimed is entitled to indemnity under any other policy.

4 We will not be liable in respect of any loss, damage, liability and / or injury arising from mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment, other than under the 'Road Traffic Acts(s)'.

Section 3 – Medical Expenses/Emergency Treatment

We will pay:

A You in respect of accidental bodily injuries sustained in direct connection with the Motor Caravan up to €130 per person for medical expenses incurred by any occupant (including the driver) of the Motor Caravan.

B The cost of emergency treatment of injuries caused by or arising out of the use of any motor vehicle for which cover is provided under this Policy where liability for such treatment arises under the Road Traffic Acts.

Section 4 – Contents, fixtures and fittings

Contents, Luggage and Personal Effects

We will pay, up to an amount of €4,000 for any one occurrence, for loss of or damage to personal effects, luggage and contents occurring in or on the Motor Caravan by fire, theft or accidental means.

Awnings

We will pay, up to an amount of €2,000 for any one occurrence, for loss of or damage to awnings occurring in or on the Motor Caravan by fire, theft or accidental means.

TVs and Videos

For any one occurrence, we will pay, for loss of or damage to TVs or Videos occurring in the Motor Caravan by fire, theft or accidental means.

Portable Generators

We will pay, up to an amount of €1,250 for any one occurrence, for loss of or damage to Portable Generators occurring in or on the Motor Caravan by fire, theft or accidental means.

Pedal Cycles

We will pay, up to an amount of €300 for any one occurrence, for loss of or damage to Pedal Cycles occurring in or on the Motor Caravan by fire, theft or accidental means.

Satellite Dishes

We will pay up to an amount of €3,000 for any one occurrence, for loss of or damage to permanently fitted dome satellite dishes occurring in or on the Motor Caravan by fire, theft or accidental means.

Satellite Navigation Equipment

We will pay, up to an amount of 5% of the current market value of the Motor Caravan, for any one occurrence, for loss of or damage to permanently fitted satellite navigation equipment occurring in the Motor Caravan by fire, theft or accidental means.

Exclusions to Section 4

We will not pay for:

1 The first €125 of any claim.
2 Money, stamps, documents or securities (such as share and premium bond certificates).
3 Goods or samples carried in connection with any trade or business.
4 Portable generators, Pedal cycles, TVs or Videos, Satellite dishes as a result of loss in value, wear and tear, mechanical, electrical or electronic breakdown.

5 Any amount in excess of €750 for TVs or Videos unless they form part of the manufacturer's standard specification and are permanently fitted in the Motor Caravan.

6 Satellite dishes, unless the dish is a permanently fitted dome satellite dish or is an optional extra that we have agreed to cover.

7 Satellite Navigation equipment unless permanently fitted in the Motor Caravan.

Section 5 – Personal Accident Benefits

We will pay for death or bodily Injury to any person insured while in, getting into, or getting out of any Motor caravan, which injury within 12 months and solely and independently of any other cause results in:

Result	**Benefit**
Capital Benefit	
(a) Death	€38,000
(b) Total and permanent loss of sight in one or both eyes	€38,000
(c) Loss of one or more limbs	€38,000
Temporary Total Disablement	€110 per Week

An inability to engage in your usual business or occupation for a period of up to 156 weeks (3 years) from the date of the injury.

Hospital Benefit €255 Per Week

This benefit is payable for each week (or part thereof) spent as an in-patient in hospital for a maximum of 20 weeks.

Notes applying to Section 5

(i) If you or any person insured dies, the Death Benefit will be payable to the Legal personal representatives.

(ii) The cover afforded by this section is worldwide.

Exclusions to Sections 5

We will not pay for any person insured:

1 a) participating in racing, rallies, trials, speed testing or motorcycling;

b) affected (temporarily or otherwise) by alcohol, drugs or solvent abuse;

c) having a breath, blood or urine alcohol level above the legal limit shown in the Road Traffic Acts and any further regulations;

d) claiming more that one of the amounts payable under the benefits (a), (b) or (c) under this section in connection with the same accident; or

e) who resides permanently outside the Republic of Ireland.

2 We will not pay for Death or Bodily Injury:

a) due to suicide or attempted suicide;

b) caused, prolonged or aggravated by any pre-existing physical defect, illness or infirmity;

c) which do not occur within twelve months of the date of the accident.

Conditions which apply when settling claims under Section 5.

Any person insured or their legal personal representatives must:

(i) Advise us in writing as soon as possible after any accident which may give rise to a claim under this Policy.

(ii) Produce at their own expense any medical certificates and any other evidence which we may require.

Non-Assignment
No Assignee will be entitled to any Benefit under this Policy.

Discharge of our Liability
The receipt of any person insured or their legal personal representatives to whom we have paid any Benefit will be a full and valid discharge of our liability under the Policy

Section 6 – Endorsements

This Policy is subject to those endorsements in this section which are stated in the Policy Schedule as being operative.

PC1 Driver qualification
(Full EU or Full UK licence)

In general condition 1d we are replacing the words 'must hold a licence' with the words 'must hold a full EU or full UK licence'.

PC2 Driver qualification
(EU or UK licence - full or provisional)

In general condition 1d we are replacing the words 'must hold a licence' with the words 'must hold a full EU or full UK licence'.

PC3 Driver qualification
(Open driving – Option 1: 25-70 Full EU or Full UK licence)

(a) In general condition 1d we are replacing the words 'must hold a licence' with the words 'must hold a full EU or full UK licence' for all drivers.

(b) We will not provide cover under the policy while the motor caravan is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 25 or over 70 years of age.

PC4 Driver qualification
(Open driving – Option 2: 25-70 Full EU or Full UK licence plus named drivers)

(a) In general condition 1d we are replacing the words 'must hold a licence' with the words 'must hold a full EU or full UK licence' for all drivers except as shown in c below.

(b) No cover operates under the policy while the motor caravan is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 25 or over 70 years of age unless that person is named in the schedule which is attached to this policy.

(c) No cover operates under the policy while the motor caravan is being driven by (or is in the charge of, for the purpose of being driven by) any person who holds a provisional EU or provisional UK licence unless that person is named in the schedule which is attached to this policy.

PC 14 Excess – Accidental Damage
In respect of each and every occurrence under Section 1 of the Policy we will not pay for the first €125 otherwise payable in respect of loss or damage to the Motor Caravan other than by Fire, Self-Ignition, Lightning, Explosion or by Theft or attempted Theft.

Any sum so specified in the Schedule shall be in addition to any other amount (excess) for which we are not liable under this Policy.

PC 69 Foreign Use
This Policy shall apply for the period in the International Motor Insurance Card (Green Card) issued in respect of the Motor Caravan specified therein while it is in any of the countries to which the Green Card applies or while in transit between any ports in countries to which the Green Card applies.

Should indemnity be claimed because of the operation of a peril covered by the Policy, any liability incurred by the resultant enforced payment of customs duty shall be included within the indemnity provided.

PC 69(a) Bail Bond
If as a result of an accident in Spain which is or may become the subject of indemnity under this Policy any person entitled to drive under the terms of the Certificate is detained or the Motor Caravan is impounded by the authorities and a guarantee or monetary deposit is required for their release the Company will provide such guarantee or deposit not exceeding €1000 in all.

Immediately the guarantee is released or the deposit becomes recoverable you or any person entitled to drive under the terms of the Certificate will comply with all necessary formalities and give the Company all information and assistance required to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against you or any person entitled to drive under the terms of the Certificate, you will repay such amount to the Company without delay, whether or not the fines or costs were imposed upon you or any person entitled to drive under the terms of the Certificate.

PC 70 Specified Trailers
(see Schedule for cover applicable)

The cover granted by this Policy will extend to the trailer(s) described in the Schedule of the Policy while attached to any vehicle described in the Schedule of the Policy for the purpose of being operated or drawn or detached and out of use. The cover on the trailer is as noted in the Schedule. We shall not be liable in respect of any loss damage liability and / or injury arising out of any event occurring while any such vehicle is drawing a greater number of trailers in all than is permitted by law.

PC 205(a) Cover Restricted to Third Party Fire & Theft while persons holding a Provisional Licence, Learner permit or Full Foreign Driving Licence are Driving

We will not pay under Section 1 of the Policy for loss or damage other than by Fire, Self-Ignition, Lightning, Explosion, or by Theft or attempted Theft while the Motor Caravan is being driven by or is under the direct control of any person who holds a provisional licence, learner permit or full foreign driving licence not recognized by the licencing authorities as being equivalent to a full EU or full UK licence.

Section 7 – Breakdown Rescue

Telephone Numbers:

Republic of Ireland –1800 44 88 88;
Northern Ireland and the United Kingdom – 01 6121 02113
Rest of Europe – 00 44 161 210 2113
To request a claims form – 0330 159 0342

Please note:
We will not be liable for any expenses you incur without our prior approval or for expenses you incur without first dialing the phone number(s) provided.

What does Breakdown mean?
It refers to mechanical breakdown, fire, theft or any attempted theft, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in locks or in the motor caravan.

Benefits under your Breakdown Rescue cover

Roadside and driveway assistance
We will send a competent repairer to help you at the scene. If your motor caravan can be repaired immediately, we will provide up to one hour's free labour. You must be with the motor caravan when the repairer arrives. If you are not with the motor caravan and we cannot help you, you must pay for any help you then need.

Towing
We will arrange and pay for the cost of towing the Motor Caravan to the nearest motor garage or our own garage, whichever is the closest.

Finishing the journey outside of Ireland
If the motor caravan breaks down and we have arranged for the caravan to be taken to the nearest competent repairer locally, but repairs will take more than 12 hours, we will reimburse up to €400/£350 per claim (up to a maximum of €1000/£800 per policy year) towards additional hotel accommodation – room only. You will need to arrange and pay these costs yourself and claim them back from us by completing a claim form and supplying the relevant receipts or invoices. You can request a claim form by calling 0330 159 0342.

If the motor caravan breaks down and cannot be fixed by your planned return date we will reimburse the costs up to €500/£350 per claim (up to a maximum of €1500/£1300 per policy year) towards the cost of bringing the motor caravan back to your home address as shown on your policy schedule.

You will need to arrange and pay these costs yourself and claim them back from us by completing a claim form and supplying the relevant receipts or invoices. You can request a claim form by calling 0330 159 0342.

Where am I covered?
Cover applies to the following countries: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russian mainland (west

of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, United Kingdom (including the Channel Islands and the Isle of Man), Vatican City and any offshore islands of the above, except overseas territories outside of Europe.

Important information about your Cover
Aviva Insurance Ireland DAC will not be liable for any expense incurred without their prior approval or for expenses incurred by you without ringing the phone number(s) provided first.

Exclusions

We are not liable for:

1 Any liability or consequential loss arising from any act performed in the execution of the assistance provided.

2 Expenses which are recoverable from any other source.

3 Any claim arising where the motor caravan is carrying more passengers or towing a greater weight than that for which it was designed, or arising directly from unreasonable driving on unsuitable terrain.

4 Any accident or breakdown resulting from wilful or deliberate act.

5 The cost of repairing the motor caravan other than as described in the benefits section.

6 The cost of any parts, keys, lubricants, fluids or fuel required to restore the motor caravans' mobility.

7 Any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the motor caravan.

8 Any costs:

(a) In relation to storage charges; where you are unable to provide proof of purchase in the form of receipts or invoices;

(b) in relation to getting the motor caravan to your home following an accident, fire, theft or any attempted theft, malicious damage;

(c) In relation to getting the motor caravan home if the motor caravan is beyond commercial economic repair;

(d) in relation to getting the passengers home where the motor caravan cannot be repaired by your planned return date or the motor caravan is beyond commercial economic repair; or

(e) In relation to recovery of animals.

9 Any expenses incurred without our prior approval or any expenses incurred by you without ringing the phone number(s) provided first.

Limit of responsibility

1 We will not be responsible for any inability on their part to provide the services specified in this section.

2 We will not be responsible for any failure on their part to perform any obligation caused as a result of: Act of God, Government control, Restrictions, Prohibitions, or any other Act or Omission of any Public Authority (including government) whether Local, National or International, or the default of any Supplier, Agent or other Person or of Labour Disputes or Difficulties.

3 We will not be responsible for any failure on their part to perform such obligations as a result of any other cause whatsoever where such cause is beyond their reasonable control.

4 We will not be responsible for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as it is necessary to meet the requirements of the Road Traffic Acts.



For our joint protection, we may record and monitor phone calls.

Aviva Insurance Ireland DAC
Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.
A private company limited by shares.
Registered in Ireland No. 605769.
Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

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