

Mobile Home & Trailer Caravan



LLOYD'S

Effected through

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this certificate, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**.

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates ONLY to those sections of the certificate which are shown in the schedule as being included.

The written authority (which number is shown in the **schedule**) carrying the seal of Lloyd's Policy Signing Office allows Alan.B.Kidd and Company Ltd to sign and issue this certificate on behalf of underwriters whose syndicate numbers are given in the authority.

Several Liability Notice LSW 1001

Each insurer is liable only for the underwriters own share of the risk and not for any other share. The insurer's obligations are several and not joint and are solely limited to the extent of their individual subscriptions. The insurers are not responsible for the subscriptions of any co insurer who, for any reason, does not satisfy all or part of its obligations.

MHTC/12/14

Mobile home and trailer caravan wording

Introduction

This document of insurance, **schedule** and any **endorsement** applying to **your** insurance forms **your** Mobile Home and Trailer Caravan Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions or require any clarification of the cover provided.

Certain words in the certificate have special meanings. These meanings are given below or defined at the beginning of the appropriate section. To help you identify these words in the certificate we have printed them in **bold** throughout.

You / your / insured	The person or persons named in the schedule and all members of their family who permanently reside with them.
We / us / our	Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.
Your broker	The insurance broker who placed this insurance on your behalf.
Schedule	The schedule is part of this insurance and contains details of you , the premises the sums insured, the period of insurance and the sections of this insurance which apply.
Endorsement	A change in the terms and conditions of this insurance.
Bodily injury	Bodily injury includes death or disease.
Structure	The mobile home or trailer caravan as stated in the schedule including fixtures, fittings, outside gas cylinders, any veranda, decking or shed.
Period of insurance	The length of time for which the insurance is in force as shown in the schedule .

In consideration of the premium paid it is agreed that this insurance indemnifies **you** for **PHYSICAL LOSS OR DAMAGE** occurring during the **period of insurance** stated in the **schedule**.

SECTION A – LOSS OR DAMAGE

We will compensate **you** against **PHYSICAL LOSS OF OR DAMAGE** to:

1. The **structure** named in the **schedule**.
2. Contents and personal effects and luggage whilst contained in or about the **structure**.
3. Fire Brigade charges – sum insured limit €2,000
4. Debris removal – sum insured limit €500

This section also covers the reasonable cost of removing the **structure** to the nearest repairer and re-delivery to **your** address in Ireland after repairs in consequence of loss or damage as covered by this insurance.

Our liability for any loss or damage shall NOT exceed the respective sums insured stated in the **schedule** nor shall it exceed such proportion of the said loss or damage as the said sums bear to the total values thereof.

EXCLUSIONS

This section does not cover :

1. the first €150 of each and every claim,
2. depreciation, moth, vermin, mildew, wear, tear and gradual deterioration,
3. mechanical or electrical breakdown, derangement or breakage,
4. damage to tyres by road punctures, cuts or bursts,
5. loss of use,
6. cash, currency, banknotes, credit cards, stamps, stamp and coin collections, deeds and bonds, negotiable documents, business books and documents,
7. theft from the **structure** whilst left unattended, unless closed and locked at all points of entry,
8. gold, silver, gold and silver plated articles, jewellery, furs, cameras and computer equipment,
9. breakage of articles of a brittle nature unless caused by accident to the **structure**,
10. loss or damage whilst loading or unloading from ships other than “drive on and drive off” ships,
11. loss or damage whilst let for hire or reward, unless **we** have been notified in writing and an additional premium, if requested, has been paid.

SECTION B – LEGAL LIABILITY TO THE PUBLIC

This section extends to cover **your** legal liability for BODILY INJURY BY ACCIDENT OR DISEASE OR DAMAGE TO PROPERTY caused by or through or in connection with the **structure** insured hereunder, and happening during the period stated in the **schedule**, including the legal liability of any of **your** friends or relatives who are using the **structure** with **your** permission (such person shall be regarded as though they were the **insured** for the purpose of this section).

The limit of compensation in respect of all claims under this extension shall NOT EXCEED €2,600,000 ANY ONE ACCIDENT or series of accidents arising out of any one event, PLUS the costs and expenses incurred by **you** with **our** written consent in the defence of any such claim.

This Section does NOT compensate **you** against any liability :-

1. for **bodily injury** by accident to any person who at the time of sustaining such injury is engaged in **your** service, or to any member of **your** family household,
2. for damage to property belonging to or in the care, custody or control of **you** or a member of **your** family or household or a person in **your** service,
3. which has been assumed under contract and would not otherwise have attached,
4. whilst the **structure** is attached to any vehicle for the purpose of being towed or carried or accidentally detached from the towing or carrying vehicle,
5. arising directly or indirectly out of the transmission of any communicable disease by any person,
6. whilst the **structure** is let for hire or reward, unless **we** have been notified in advance and an additional premium, if required, has been paid.
7. whilst the **structure** is used for other than private purposes.

GENERAL CONDITIONS

1. UNOCCUPANCY

If the mobile home is left without an authorised inhabitant for more than 7 consecutive days **SECTION A** of this insurance shall exclude:

- a) the first €300 of each and every claim.
- b) theft of audio and audio visual equipment

2. STORM / TEMPEST EXCLUSION

SECTION A of this policy excludes damage caused by storm or tempest unless the **structure** is securely anchored. This exclusion does not apply to trailer caravans except during the period 1st November to 31st March annually.

3. ESCAPE OF WATER EXCLUSION

If the **structure** is left without an authorised inhabitant overnight Section A of the policy excludes damage caused by escape of water from water pipes, apparatus or tanks between 1st November and 31st March annually unless the water system is turned off at the mains connection by a stopcock and the system fully drained down. Where the stopcock is not situated wholly within the **structure** you must secure the stopcock against unauthorised access or interference.

4. TRAILER CARAVAN CLAUSE

It is warranted that whenever the **insured** trailer caravan is left unattended, a security device is employed. Such device to:

- a) immobilise the wheels
- OR
- b) render the tow-hitch unusable

Further it is warranted that when unattended the caravan is locked at all points of access.

5. This insurance does not cover loss, damage or liability whilst the insured trailer caravan is outside the limits of Ireland and the United Kingdom (including the Channel Islands and the Isle of Man) and Mainland Europe except whilst in transit between ports thereof.

6. There shall be no liability under this insurance in respect of any claim where you are entitled to compensation under any other Insurance.

7. NOTICE OF CLAIMS

You shall, as soon as reasonably practicable, give written notice to us (via your broker) of any occurrence likely to give rise to a claim hereunder.

8. DUTY OF THE INSURED

You shall notify the police as soon as reasonably practicable upon becoming aware of any theft or attempted theft which is likely to give rise to a claim under this insurance.

9. HANDLING OF CLAIMS

You shall not admit liability for, nor offer to agree to settle, any claim without **our** written consent. **We** shall be entitled to take over, with full discretion, all **your** rights in the conduct of the claim, prosecuting in **your** name to recover damages from third parties where appropriate.

You shall give to **us** such information and assistance as **we** may reasonably require.

10. BASIS OF CLAIMS SETTLEMENT

We shall be entitled at **our** sole option to repair, to replace or to pay for any article lost or damaged (whether wholly or in part), not exceeding in any event the insured value thereof. **We** shall not pay for the cost of replacing or repairing any undamaged items or parts which form part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or a specific part.

11. FRAUDULENT CLAIMS

If **you** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall be void and all claims hereunder shall be forfeited.

CERTIFICATE EXCLUSIONS

12. a) BIOLOGICAL, CHEMICAL, OR NUCLEAR CONTAMINATION EXCLUSION ENDORSEMENT.

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person directly or indirectly caused by or contributed to by or arising from biological or chemical contamination due to or arising from;
 - i) terrorism; and/or
 - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- a) The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) Putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

b) ELECTRONIC DATA EXCLUSION CLAUSE

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;

2. Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- i) computer viruses, erasure or corruption of electronic data;
- ii) the failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion “computer virus” means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

c) RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLIES EXCLUSION

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss
2. 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 nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

d) SONIC BANG EXCLUSION

Any loss, destruction or damage directly occasioned by pressure waves, caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

e) TERRORISM EXCLUSION CLAUSE

Loss or damage to any property, or any legal liability, directly or indirectly arising out of any act of terrorism or any action taken to control, prevent or suppress terrorism.

An act of terrorism means an act, including the use, or threat of force or violence by any person or group of people, acting in connection with any organisation or government that is committed for political, religious, ideological or similar purposes including the intention of influence any government or to put the public, or any section of the public, in fear.

f) WAR EXCLUSION

We will not pay for any loss or damage or liability directly or indirectly 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, or 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.

13. CANCELLATION

This insurance may be cancelled at any time at **your** request in writing to **your broker** who effected the insurance, and the premium hereon shall be adjusted on the basis of us receiving or retaining the customary short term premium.

This insurance may also be cancelled by or on **our** behalf by 30 days’ notice given in writing to **you** at **your** last known address, and the premium shall be adjusted on the basis of **us** receiving or retaining pro rata premium.

Notice shall be deemed to be duly received in the course of post if sent by recorded delivery properly addressed.

Endorsements

The following clauses apply only if they are shown in the schedule

1. New For Old Clause

In the event of the **structure** being damaged (as defined in the policy) beyond economic repair within 60 months of the original manufacturers date **we** will agree to pay the reinstatement cost of the **structure** without deduction for wear, tear and depreciation provided that:

- a) the sum insured for the **structure** shall at all times represent the replacement cost as new
- b) such payment will not exceed the sum insured on the **schedule**
- c) the new **structure** is as close as possible but not an improvement on the original **structure** when it was new
- d) **we** have authorised the cost of replacement.

Note: This endorsement does not apply to Trailer Caravans

2. Subsidence Exclusion Clause

Subsidence or ground heave of the site upon which the **structure** stands or landslip is not covered by this insurance.

3. Flood Exclusion Clause

We will not pay under this policy for any loss or damage caused to the property insured by this policy or any costs or expenses that are directly or indirectly associated with flood of any kind.

For the purpose of this endorsement, flood includes but is not limited to

- a) the overflow from a body of water such as a river, stream, brook, lake, reservoir or pond;
- b) rainwater run-off from surrounding land;
- c) the accumulation of water or sewage at ground level following heavy or persistent rainfall;
- d) a rise in the water table following heavy or persistent rainfall; and
- e) an escape of water or sewage from drains or sewer following heavy or persistent rainfall.

COMPLAINTS

Notice to the Insured

The insurance cover is granted by the holder of a Binding Authority in Ireland from Amlin Syndicate 2001 as stated in the **schedule** for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936. The holder of the Binding Authority, whose name is shown hereon in conjunction with the Lloyd's Representative Ireland Limited has all the powers required of him under the Insurance Acts and regulations (Insurance Acts 1909-2000 and regulations made thereunder).

An enquiry or complaints should be addressed in the first instance to **your Broker**.

If **you** are not satisfied with the way a complaint has been dealt with and wish to make a formal complaint, **you** can do so at any time by referring the matter to **your** insurer at:

Amlin House, Parkway, Chelmsford, Essex CM2 0UR
Email Aulcomplaints@amlin.co.uk

If **you** remain dissatisfied with **our** decision or **you** have not received a decision within ten business days, **you** may, if **you** wish, refer **your** complaint to the Lloyd's Country Manager for Ireland who will investigate and assess this complaint and provide **you** with a final response.

The contact details are as follows:

Lloyd's Country Manager
Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
Ireland
Tel: +353 (0) 1 644 1000
E-mail: lloydsireland@lloyds.com

Should **you** remain dissatisfied with the final response from Lloyd's Country Manager for Ireland or if **you** have not received a final response within forty business days of the complaint being made, **you** may refer **your** complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman
3rd Floor
Lincoln Place
Dublin 2
Ireland
Tel: +353 (0) 1 6620899
Fax: +353 (0) 1 6620890
Email: enquiries@financialombudsman.ie

The above procedure does not prejudice **your** rights in law.