

## 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 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/04/09**

## **MOBILE HOME AND TRAILER CARAVAN WORDING**

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

### **SECTION A – LOSS OR DAMAGE**

The Underwriters will indemnify the Assured against **PHYSICAL LOSS OF OR DAMAGE** to:

1. The Structure, Fixtures, Fittings and Equipment of the Mobile Home described in the Schedule, including outside gas cylinders.
2. Contents and Personal Effects and Luggage whilst contained in or about the Mobile Home.

This section also covers the reasonable cost of :-

removing the Mobile Home to the nearest repairer and re-delivery to the address of the Assured in Ireland after repairs in consequence of loss or damage as covered by this insurance.

The Liability of the Underwriters 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 Mobile Home 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 Mobile Home,
10. loss or damage whilst loading or unloading from ships others than “drive on and drive off” ships,
11. loss or damage whilst let for hire or reward,

## **SECTION B – LEGAL LIABILITY TO THE PUBLIC**

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

The Limit of Indemnity in respect of all claims under this Extension shall **NOT EXCEED €1,300,000 ANY ONE ACCIDENT** or series of accidents arising out of any one event, **PLUS** the costs and expenses incurred by the Assured with Underwriters written consent in the defence of any such claim.

This Section does **NOT** indemnify the Assured against any liability :-

1. for bodily injury by accident to any person who at the time of sustaining such injury is engaged in the Assured's service, or to any member of the Assured's family household,
2. for damage to property belonging to or in the care, custody or control of the Assured or a member of his family or household or a person in their service,
3. which has been assumed under contract and would not otherwise have attached,
4. whilst the Mobile Home 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 Mobile Home is let for hire or reward,
7. whilst the Mobile Home 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,
- c) damage caused by storm or tempest unless the structure is securely anchored, whilst the caravan is stored during the period 1<sup>st</sup> November to 31<sup>st</sup> March annually,
- d) damage caused by escape of water from water pipes, apparatus or tanks between 1<sup>st</sup> November and 31<sup>st</sup> March unless the water supply is disconnected at the mains connection and the system fully drained down.

### 2. TOURING CARAVAN CLAUSE

It is warranted that whenever the insured 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.

3. This insurance does not cover loss, damage or liability whilst the Mobile Home 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.

4. There shall be no liability under this Insurance in respect of any claim where the Assured is entitled to Indemnify under any other Insurance.

### 5. NOTICE OF CLAIMS

The Assured shall, as soon as reasonably practicable, give written notice to the Underwriters (via his/her Brokers) of any occurrence likely to give rise to a claim hereunder.

### 6. DUTY OF THE ASSURED

The Assured 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.

### 7. HANDLING OF CLAIMS

The Assured shall not admit liability for, nor offer to agree to settle, any claim without the written consent of the Underwriters. Underwriters shall be entitled to take over, with full discretion, all rights of the Assured in the conduct of the claim, prosecuting in the name of the Assured to recover damages from Third Parties where appropriate.

The Assured shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.

8. BASIS OF CLAIMS SETTLEMENT

Underwriters shall be entitled at their 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. Underwriters 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.

9. FRAUDULENT CLAIMS

If the assured 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.

10.

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 therefrom 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) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

c) 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.

d) RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLIES EXCLUSION

**We will not pay for**

- 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
- 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

e) 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.

f) 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.

g) 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.**

11. CANCELLATION

This Insurance may be cancelled at any time at the request of the Assured in writing to the Broker who effected the Insurance, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining the customary short term premium.

This insurance may also be cancelled by or on behalf of the Underwriters by 30 days' notice given in writing to the Assured at his last known address, and the premium shall be adjusted on the basis of the Underwriters 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**

### **Operative Only if indicated in the schedule**

#### **ENDORSEMENT A**

##### **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.

Notice to the **insured** – Complaints procedure

The insurance cover is granted by the holder of a binding authority in Ireland from Lloyd's Underwriters and certain other authorised insurers 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 Underwriters Sole Representative in the Republic of Ireland has all the powers required of him under the insurance acts and regulations (insurance acts 1909 – 2000 and regulations made there under).

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Irish Law.

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Lloyd's Underwriters' Sole General Representative in Ireland to review your case without prejudice to your rights in law. The address is:

Lloyd's Ireland Representative Limited  
7/8 Wilton Terrace  
Dublin 2  
IRELAND

*Telephone No: - +353 (0) 1 6313 600*

*Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:*

- 1) In the event of a dispute arising under this certificate, Underwriters at the request of the insured will submit to the jurisdiction of any competent court in the Republic of Ireland, such dispute shall be determined in accordance with the law and practice applicable in such court.*
- 2) any summons, Notice or Process shall be served upon their Sole General Representative at the address stated above.*