

# Kidd Mobile Home & Touring Caravan Insurance Policy Wording



# Contents

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	<b>Page</b>
Introduction	3
Definitions	4
Section One	6
Loss or Damage	6
Conditions applying to Section 1	7
Limitations applying to Section 1	7
Section Two	8
Legal Liability to the Public	8
Limitation applying to Section 2	8
Important Information	9
Your Duties	9
Information you have given us	9
How to make changes to this insurance	10
Renewal of this insurance	11
How to cancel this insurance	11
Service of Suit	11
Tax	11
How to make a claim	12
Fraudulent claims	12
Claims Condition	12
Sanctions	12
How to make a complaint	13
Choice of Law and Jurisdiction	13
Language	13
Data Protection Notice	14
Our Regulator	17
General Exclusions	18
General Conditions	20

# Introduction

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This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Kidd Mobile Home and Touring Caravan insurance document. **Your** Kidd Mobile Home and Touring Caravan insurance document sets out the conditions of the contract between **you** and **us**.

This insurance is arranged by Arachas Corporate Brokers Limited. Arachas acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within the **schedule**.

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This insurance relates only to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

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 policy, against loss **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This policy is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under 'Important Information – Your Duties' on page 12 and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

If **you** do not comply with the above then **you** may not receive payment for a claim, a claims may be reduced or **you** may lose all right to cover under **your** policy.

## Definitions

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The following words will have the same meaning wherever they appear in this policy, **schedule** and any **endorsements** attaching to this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy section. To help **you** identify these words they will appear in **bold** in this policy wording.

<b>Bodily injury</b>	Bodily injury means death, illness, injury or disease.
<b>Broker</b>	The person, people or company who arranged this insurance for <b>you</b> .
<b>Computer viruses</b>	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts or harms information. This includes, but is not limited to, 'trojan horses', 'worms' and 'time or logic bombs'.
<b>Contents and Personal Effects</b>	Articles of personal use, clothing, luggage and general household goods, including portable television sets whilst contained within the <b>mobile home</b> or <b>touring caravan</b> and belonging to <b>you</b> .
<b>Damage</b>	Physical <b>damage</b> to or destruction of property.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess</b>	The first part of any claim which <b>you</b> must pay.
<b>Geographical Limits</b>	For a <b>Mobile Home</b> : The Republic of Ireland only. For a <b>Touring Caravan</b> : The Republic of Ireland. A <b>Touring Caravan</b> is also covered outside of the Republic of Ireland for up to a total of 60 days (which can be non-consecutive) in any one <b>period of insurance</b> , whilst in the United Kingdom (which includes the Channel Islands and the Isle of Man), mainland France, mainland Spain, Italy, Portugal, Germany, the Netherlands and Belgium only.
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your mobile home</b> or <b>touring caravan</b> stands caused by the swelling of the ground.
<b>Landslip</b>	Downward movement of sloping ground.
<b>Mobile Home</b>	Any mobile home, including its fixtures and fittings, outside gas cylinders and any veranda, decking or shed which form part of the plot on which it stands, which is described in <b>your schedule</b> or a subsequent <b>endorsement</b> .
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Property Insured</b>	The <b>mobile home, touring caravan, contents and personal effects</b> if and to the extent that they are included as <b>property insured</b> in <b>your schedule</b> .
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the <b>sums insured</b> , the <b>period of insurance</b> , the sections of this insurance and any <b>endorsements</b> which apply.
<b>Subsidence</b>	Downward movement of the site on which <b>your mobile home</b> or <b>touring caravan</b> stand by a cause other than the weight of the <b>mobile home</b> or <b>touring caravan</b> themselves
<b>Sum Insured</b>	The amount shown in the <b>schedule</b> as the most <b>we</b> will pay for claims resulting from one incident unless otherwise stated in this policy document or on the <b>schedule</b> .
<b>Terrorism</b>	Any act(s) including but not limited to: <ul style="list-style-type: none"><li>• the causing, occasioning or threatening of harm of whatever nature and by whatever means; or</li><li>• putting the public or any section of the public in fear</li></ul> in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.

## Definitions (continued)

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<b>Touring Caravan</b>	Any caravan, including its fixtures and fittings which form an integral part of the caravan described in your <b>schedule</b> or a subsequent <b>endorsement</b> .
<b>Unoccupied</b>	If at the time of the loss or <b>damage</b> the <b>premises</b> have not been lived in for 7 consecutive days.
<b>Vermin</b>	Brown or black rats, house or field mice and wasps' or hornets' nests.
<b>We, us or our</b>	Lloyd's Insurance Company S.A.
<b>You/Your</b>	The person or people named in the <b>schedule</b> and all members of their family who permanently reside with them.

## Section One – Loss or Damage

Standard cover and will automatically be shown in **your schedule**.

What is covered	What is not covered
<b>We will pay for</b>	<b>We will not pay for</b>
<p>1. physical loss or <b>damage</b> to the <b>mobile home</b> or <b>touring caravan</b> named in the <b>schedule</b> within the <b>Geographical Limits</b></p> <p>2. physical loss or <b>damage</b> to <b>contents and personal effects</b> and luggage whilst contained in or about the <b>mobile home</b> or <b>touring caravan</b> within the <b>Geographical Limits</b></p>	<p>a) depreciation, gradual deterioration, manufacturing defects or wear and tear;</p> <p>b) <b>damage</b> caused by moth, <b>vermin</b>, mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot or any other gradually operating cause;</p> <p>c) mechanical or electrical breakdown, derangement or breakage;</p> <p>d) <b>damage</b> to tyres by road punctures, cuts or bursts;</p> <p>e) loss of use;</p> <p>f) cash, currency, banknotes, cheques, postal and money orders, credit cards, stamps, stamp and coin collections, gift tokens, travellers' cheques, savings certificates, travel tickets, deeds and bonds, negotiable documents, business books and documents;</p> <p>g) theft from the <b>mobile home</b> or <b>touring caravan</b> whilst left unattended, unless closed and locked at all points of entry and exit;</p> <p>h) theft of audio and audio visual equipment when the <b>mobile home</b> or <b>touring caravan</b> is left without an authorised inhabitant for more than 7 consecutive days;</p> <p>i) gold, silver, gold and silver plated articles, jewellery, furs, cameras and computer equipment;</p> <p>j) loss or <b>damage</b> to the awning when erected and attached to the <b>mobile home</b> when it is left unattended;</p> <p>k) breakage of fragile articles unless as a result of <b>damage</b> to the <b>mobile home</b> or <b>touring caravan</b>;</p> <p>l) loss or <b>damage</b> whilst loading or unloading from ships other than "drive on and drive off" ships;</p> <p>m) loss or <b>damage</b> whilst let for hire or reward, unless <b>we</b> have been notified in writing and an additional premium, if requested, has been paid;</p> <p>n) loss or <b>damage</b> caused by <b>subsidence</b>, <b>heave</b> or <b>landslip</b> of the site upon which the <b>mobile home</b> or <b>touring caravan</b> stands.</p>

### Additional Covers

This Section of the insurance also covers	We will not pay
<p><b>A) Fire Brigade Charges</b> Expenses <b>you</b> have to pay in respect of fire brigade charges which <b>you</b> are liable to pay following attendance by the fire brigade at the <b>mobile home</b> or <b>touring caravan</b> shown in the <b>schedule</b>, following loss or damage to the <b>property insured</b> which is covered under Section One.</p>	more than €2,000 any one claim.

## Section One – Loss or Damage (continued)

This Section of the insurance also covers	We will not pay
<b>B)</b> Costs incurred for Debris removal following loss or damage to the <b>property insured</b> which is covered under Section One.	more than €500 any one claim.
<b>C)</b> The reasonable cost of removing the <b>mobile home or touring caravan</b> to the nearest repairer and re-delivery to <b>your</b> address in Ireland after repairs in consequence of loss or <b>damage</b> as covered by this insurance.	

### Conditions that only apply to Section One – Loss or Damage

#### How we will deal with your claim

##### Mobile home or Touring caravan

**We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Condition A. Excess.

**We** will be entitled at **our** sole option to repair, to replace or to pay for any **property insured** or **damaged** (whether wholly or in part), not exceeding in any event the sum insured. **We** will 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.

**We** will pay the value of the **mobile home or touring caravan** at the time of its **damage** or will, at **our** option, repair, reinstate or replace the **mobile home or touring caravan** or any part of it, provided that **our** total liability will not exceed:

- a) The sum insured; or
- b) The value of the **mobile home or touring caravan** as new;

If the **mobile home or touring caravan** is damaged beyond economic repair and the **mobile home or touring caravan** is either:

1. equal to or more than 10 years old at the start of the **period of insurance**; and/or
2. the sum insured is not adequate to represent the full new replacement cost

**we** will pay the cost of replacing the **mobile home or touring caravan** with one of a similar age, type and condition on the same park or site.

**We** will not be liable for that part of any repair or replacement which improves the **mobile home or touring caravan** beyond the condition before the **damage** occurred.

##### Contents and Personal Effects

**We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Condition A. Excess.

**We** will pay the value of the **contents and personal effects** at the time of the **damage** or will, at **our** option, repair or replace the **contents and personal effects** or any part of it, provided that **our** total liability will not exceed the **sum insured**.

**We** will make no deduction for wear and tear in settling claims for **contents and personal effects**.

### Limitations that only apply to Section One – Loss or Damage

**We** will not pay:

- a) more than the **sums insured** shown in the **schedule**; or
- b) the proportion of the loss or **damage** as the **sums insured** bear to the total values of the **property insured**.

## Section Two – Legal Liability to the Public

Standard cover and will automatically be shown in **your schedule**.

What is covered	What is not covered
<p><b>We</b> will pay <b>you</b> any amounts which <b>you</b> or any of <b>your</b> friends or relatives who are using the <b>property insured</b> with <b>your</b> permission become legally liable to pay as damages for:</p> <ol style="list-style-type: none"> <li>1) accidental <b>bodily injury</b>;</li> <li>2) accidental <b>damage</b> to property; or</li> <li>3) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water</li> </ol> <p>A) arising out of the use of <b>your mobile home</b> in the <b>Geographical Limits</b> during the <b>period of insurance</b>;</p> <p>B) arising out of the use of <b>your touring caravan</b> in the <b>Geographical Limits</b> during the <b>period of insurance</b></p>	<p><b>We</b> will not pay for any liability:</p> <ol style="list-style-type: none"> <li>i) for <b>bodily injury</b> to:             <ol style="list-style-type: none"> <li>a. <b>you</b></li> <li>b. any person who at the time of sustaining the injury is engaged in <b>your</b> service; or</li> <li>c. any member of <b>your</b> family or household;</li> </ol> </li> <li>ii) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition;</li> <li>iii) for <b>damage</b> to property owned by or in the charge or control of:             <ol style="list-style-type: none"> <li>a. <b>you</b></li> <li>b. any person engaged in <b>your</b> service; or</li> <li>c. any member of <b>your</b> family or household;</li> </ol> </li> <li>iv) arising directly or indirectly out of any profession, occupation, business or employment</li> <li>v) which <b>you</b> have assumed under contract and would not otherwise have attached;</li> <li>vi) arising out of any criminal acts</li> <li>vii) for any kind of pollution and/or contamination other than:             <ol style="list-style-type: none"> <li>a. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>mobile home or touring caravan</b>; and</li> <li>b. reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ol> <p>in which case all such pollution or contamination arising out of the accident shall be deemed to have happened at the time of the accident.</p> </li> <li>viii) from any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Control of Dogs Act 1986 or similar legislation;</li> <li>ix) for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b></li> <li>x) whilst the <b>mobile home</b> or <b>touring caravan</b> is attached to any vehicle for the purpose of being towed or carried or accidentally detached from the towing or carrying vehicle;</li> <li>xi) whilst the <b>mobile home</b> or <b>touring caravan</b> is let for hire or reward, unless <b>we</b> have been notified in advance and an additional premium, has been paid;</li> <li>xii) whilst the <b>property insured</b> is used for other than private purposes</li> </ol>

### Limitation that only applies to Section 2 – Legal Liability to the Public

**We** will not pay more than the limit of €2,600,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

# Important Information

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## Your Duties

While **your broker** can guide **you**, it is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property. **You** must therefore keep the **sums insured** at a level which represents the full value of the property.

Full value should represent the following:

- For **mobile home** and **touring caravan** – the current market value;
- For **contents and personal effects** – the current cost as new; and

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value

**You** must notify **your broker**:

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to renovate or alter any part of **your mobile home** or **touring caravan**, or any work involving the use of heat;
- if **you** make any changes that will downgrade the security or fire protections at **your mobile home** or **touring caravan**;
- if **you** let **your mobile home**

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with 'Important Information – Our right to cancel' on page 14.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

## Information you have given us

**We** have relied on the information **you** have given **us**. **You** must take reasonable care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims. A misrepresentation is deliberate or reckless if **you**:

- a) knew that it was untrue or misleading, or did not care whether or not it was untrue or misleading; and
- b) knew that the matter to which the misrepresentation related was relevant to **us**, or did not care whether or not it was relevant to **us**.

The burden will be on **us** to prove a) and b) above.

If **we** establish that **you** provided **us** with false or misleading information which was not deliberate or reckless and had **we** known the information from the start of the policy or at the time of its renewal, **we**:

- a) would not have entered into the contract:  
**we** will:
  - i) charge an additional premium calculated from the start of the policy (the amount charged will be proportionate with the increase in risk);
  - ii) apply additional terms from the date **we** discover the misrepresentation;

Provided **you** have paid the additional premium **we** requested and agreed in writing to the additional terms, **we** will also:

- i) pay any valid claims notified to **us** before the date of the discovery of the misrepresentation, including any valid claim which led to the discovery of the misrepresentation;

## Important Information (continued)

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- ii) continue to cover **you** on the revised basis for the remaining **period of insurance**, but **we** may not continue insuring **you** once the policy reaches its renewal date.

However there may be certain circumstances where **we** will avoid the policy from the start date and treat the insurance as though it never existed. These circumstances will include where the misrepresentation means **we** or **our** parent company will suffer reputational harm in either the insurance market, the media or amongst **our** clients or trading partners. If **we** do avoid **your** policy from the start date because of the above, all premiums paid will be returned and no claims paid.

- b) would have applied different terms:

**we** will apply those different terms from the date **we** discover the misrepresentation.

- c) would have charged a higher premium:

**we** will charge that additional premium calculated from the start of the policy.

- d) would have charged a higher premium and applied different terms:

- i) **we** will charge an additional premium calculated from the start of the policy; and  
ii) apply additional terms from the date **we** discover the misrepresentation.

**We** or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- require **you** to pay an additional premium; or
- apply additional terms.

### How to make changes to this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

**You** must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided during the **period of insurance** to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):

- a change of name;
- if the owner of **your mobile home** or **touring caravan** changes;
- a change to **your** occupation or the nature of business in which **you** work;
- anyone covered by this policy being convicted of a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or business capacity), receiving a County Court Judgement (CCJ) or entering into an Individual Voluntary Arrangement (IVA) against them; and
- any loss or **damage** not reported or claimed for under this policy.

Changes to **your property insured** that should be notified include (but are not limited to):

- a change of **your** permanent residential address;
- a change of the location where the **property insured** is kept;
- **your property insured** no longer being in a good state of repair;
- a change to the use of **your property insured** including any **business** use;
- any works being carried out at **your property insured**;
- if **you** downgrade the security or fire protections at **your property insured**;

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with 'Important Information – Our right to cancel' on page 14.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER - failure to notify **us** of changes then **you** may not receive any payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your** policy.

## Important Information (continued)

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### Renewal of this insurance

When this policy is due for renewal, **we** may offer to renew it for **you** automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends. If **we** offer to do this for **you**, **your broker** will contact **you** before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew this policy, please contact **your broker** before the renewal date. Occasionally, **we** may not be able to offer to renew this policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of this policy to allow enough time for **you** to make alternative insurance arrangements.

### How to cancel this insurance

#### During the cooling off period

**You** may cancel this insurance within 14 days:

- of buying this insurance; or
- of the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

#### After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

#### Our right to cancel

**We** may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under 'Important Information – Your Duties' on page 12;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if you have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

### Service of Suit

**We** agree that all summonses, notices or processes requiring to be served on **us** for the purpose of instituting legal proceedings against **us** in connection with this insurance will be properly served if addressed to **us** and delivered care of Lloyd's Ireland Representative Limited who has authority to accept service on **our** behalf.

By giving this authority to Lloyd's Ireland Representative Limited, **we** do not renounce **our** right to any special delays or periods of time to which **we** are entitled for the service of any such summonses, notices or processes by reason of **our** residence or domicile in Belgium.

### Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

The stamp duty on this policy has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990 and Section 5 of the Stamp Duties Consolidation Act 1999.

## Important Information (continued)

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### How to make a claim

**We** aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown in **your schedule**. **You** may appoint **your** own expert / Loss Assessor in the event of claim.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

**We** have set out below how to find what **you** need to know to make a claim or use a service under this policy.

#### Your duties:

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full details within 30 days. The contact details for reporting a claim are shown in **your schedule**.
- 2) **You** must supply any other information we may reasonably require, including proof of ownership and value, within 30 days.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim, or any payment may be reduced.

#### Defending claims

**We** may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note that there are also claims conditions that apply to Section 1 – Buildings on page 7.

#### Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any of costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the policy from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

#### Claims Condition

All monies which become or may become payable to **you** under this policy will in accordance with section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

#### Sanctions

This policy will not provide any insurance cover or benefit, and **we** will not pay any sum, if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

## Important Information (continued)

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### Complaints

#### How to make a complaint

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker**.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to **us**. **Our** contact details are:

**Post:** Service Manager, Complaints Team, Lloyd's Insurance Company S.A., Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium  
**Telephone:** +32 (0)2 227 39 40  
**Email:** [LloydsEurope.complaints@lloyds.com](mailto:LloydsEurope.complaints@lloyds.com)

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within 20 (twenty) business days of the complaint being made. A decision on **your** complaint will be provided to **you**, in writing, within 40 business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

**Post:** Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Republic of Ireland  
**Telephone:** +353 1 567 7000  
**Email:** [info@fspo.ie](mailto:info@fspo.ie)  
**Website:** [www.fspo.ie](http://www.fspo.ie)

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

### Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of the Republic of Ireland will apply and the parties submit, at **your** election, to the exclusive jurisdiction of:

- i) the courts of the Republic of Ireland; or
- ii) the courts of England and Wales; or
- iii) where the dispute relates to indemnity for legal liability or immovable property, or movable and immovable property both adversely affected by the same cause, the courts of the country, crown protectorate or dependency in which the loss or damage was sustained or the liability incurred;  
in accordance with the provisions of European Union ("EU") Regulation (1215/2012/EU).

### Language

The language of this policy and any communication throughout the duration of the **period of insurance** will be English.

## Important Information (continued)

### DATA PROTECTION NOTICE

#### ***Who we are***

**We** are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

#### ***What personal information we process about you***

**We** collect and use relevant information about **you** to provide **you** with the insurance cover or the insurance cover that benefits **you**, and to meet **our** legal obligations and the obligations of others in the insurance chain.

This information includes details such as **your** name, address and contact details and any other information that we collect about **you** in connection with the insurance cover, or the cover from which **you** benefit. This information may include special categories of personal data details such as information about **your** health and any criminal convictions you may have.

#### ***Why we collect your personal information and the lawful basis for processing***

**We** collect and use **your** personal data to provide **you** with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

#### ***Who we are sharing your personal data with***

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share **your** personal information with third parties outside EEA and **we** will always take steps to ensure that any international transfer of information is carefully managed to protect **your** rights and interests:

- **We** will only transfer **your** personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect **your** privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

#### ***How long we keep your data***

**We** keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

**We** will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, **we** may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

## Important Information (continued)

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### **Other people's details you provide to us**

Where **you** provide **us** (or your insurance agent or insurance broker) with details about other people, **you** must ensure that this data protection notice is provided to them.

### **Complaints, contacting us and the regulator, and your rights**

If **you** wish to know how we use your information or see a copy of our full Privacy policy, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

**You** have the following rights in relation to the information we hold about **you**:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If **you** wish to exercise your rights, **you** need contact the insurance agent or insurance **broker** that arranged **your** insurance at:

The Compliance Officer  
Arachas Corporate Brokers Ltd t/a Capital Insurance Markets  
The Courtyard, Carmanhall Road, Sandyford Business Park, Sandyford, Dublin 18, D18X377  
Tel: +353 (1) 406 0300, **E-mail:** [wholesale@capitalim.ie](mailto:wholesale@capitalim.ie)

Munich Re Syndicate Limited  
1 Fen Court, London, EC3M 5BN  
**Tel:** +44 (0)20 7886 3900, **Email:** [central@mrunderwriting.com](mailto:central@mrunderwriting.com)

The privacy policy for Munich Re Syndicate Limited can be found at <https://www.munichre.com/syndicate457/service/privacy-statement/index.html>

**You** have the right to lodge a complaint with the competent data protection authority, but **we** encourage **you** to contact us before doing so.

### **Consent**

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance **broker** that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

**You** are free to give **us your** consent, however, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

## Important Information (continued)

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### **Contact details of the Data Protection Officer**

If **you** have any questions relating to data protection that **you** believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer

Lloyds Insurance Company S.A.  
Bastion Tower  
Place du Champ de Mars 5  
1050 Bruxelles  
Belgium  
Email: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

LBS0046D  
17/03/2023

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## Important Information (continued)

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### **Our Regulator**

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5/Place du Champs de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RPR/RPM (Brussels). It is an insurance company authorised (under number 3094) and supervised by the National Bank of Belgium. Its company Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloydseurope.com](http://www.lloydseurope.com). E-mail: [lloydseurope.info@lloyds.com](mailto:lloydseurope.info@lloyds.com). Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre, ProEx Underwriting is regulated by the Central Bank of Ireland. Company registration number: 379157.

# General Exclusions

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## A. Biological, chemical, radioactive or nuclear contamination

**We** will not pay for any legal liability, loss, **damage** or additional expense arising from:

- i) ionising radiations or contamination by radioactivity from any irradiated 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.

**We** will not pay for death or injury to any person, any legal liability, loss, damage or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

- a) **terrorism**; and/or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

## B. Cyber Acts and Electronic data

**We** will not pay for loss, **damage**, liability or additional expense caused deliberately or accidentally by:

### i) Cyber Acts

- a. any **computer virus**;
- b. the entry of unauthorised computer code into any computer, application, software, or programme;
- c. any computer related hoax relating to a. and / or b. above.

The above parts of this exclusion do not apply where loss or **damage** covered by this insurance occurs as a result of a. or b. above.

### ii) Electronic Data

- d. the loss of use, functionality of or inability to use any application, software, computer programme or electronic data (such as files, images and digital monies); or
- e. the value or cost of restoration or replacement of any application, software, computer programme or electronic data (such as files, images and digital monies) wherever it is stored.

For the purposes of this endorsement, any application, software, computer programme or electronic data is not deemed property.

## C. Existing, deliberate and indirect damage

**We** will not pay for loss or damage:

- i) occurring before or arising from an event before the beginning of the **period of insurance**;
- ii) caused deliberately by **you** or any person acting on **your** behalf; or
- iii) not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

## D. Pollution

**We** will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i) a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii) oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware or when **you** ought to have become aware, of the leakage.

## General Exclusions (continued)

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### E. War

**We** will not pay for any loss, **damage** or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

### F. Other Insurance

**We** will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance, except for any amount beyond the limits which would have been covered under any such insurance had this insurance not been effected.

# General Conditions

## A. Excess

Unless otherwise shown on **your schedule**, the following **excess** will be deducted from each and every incident of loss:

<u>Section</u>	<u>Applicable excess</u>
Section One – Loss or <b>Damage</b>	the first €250 of each claim increasing to €500 of each claim if the <b>mobile home</b> or <b>touring caravan</b> is left without an authorised inhabitant for more than 7 consecutive days.

The following are conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.

## B. Escape of water

If the **mobile home** or **touring caravan** is left without an authorised inhabitant overnight, Section One of this insurance 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 **mobile home** or **touring caravan** **you** must secure the stopcock against unauthorised access or interference.

## C. Storm / Tempest

Section One of this policy excludes **damage** caused by storm or tempest unless the **mobile home** or **touring caravan** is securely anchored. This exclusion does not apply to **touring caravans** except during the period 1st November to 31st March annually.

## D. Touring Caravan Clause

Whenever **your touring caravan** is left unattended, a security device must be employed that:

- a) immobilises the wheels; or
- b) renders the tow-hitch unusable

When unattended the **touring caravan** must be locked at all points of access.

This insurance does not cover loss, **damage** or liability in respect of **your touring caravan** whilst **your touring caravan** is outside the **Geographical Limits**.