

OBF

INSURANCE GROUP



MOBILE HOME/CARAVAN/ SYSTEM BUILDING INSURANCE

POLICY DOCUMENT

Coverholder at

LLOYD'S

OBF Insurance Group Ltd. Bridge House, Baggot Street Bridge, Dublin 4. D04 X2P1
T: +353 1 660 1033 / 676 0201 | F: +353 1 668 7985 | E: info@obf.ie | W: www.obf.ie

OBF Insurance Group Ltd. is regulated by the Central Bank of Ireland. Registered in Ireland No. 39988. Brokers Ireland Member.

EFFECTED THROUGH

OBF Insurance Group Ltd.
Bridge House
Baggot Street Bridge
Dublin 4

Tel : +353 1 6601033

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 physical 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 on the date shown in the **schedule**.

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

The written authority (which number is shown in the **schedule**) carrying the seal of the Lloyd's Policy Signing Office allows OBF Insurance Group Ltd. to sign and issue this certificate on behalf of Lloyds Insurance Company S.A.

If **you** become aware of a material change to the risk being insured, **you** should bring this to **our** attention as otherwise, a claim under **your** policy may be declined or the policy invalidated. If you are unsure as to whether a change is material, you should check with us

Please keep these documents in a safe place as **you** may need to refer to them if **you** make a claim.

Signed by

For and on behalf of Underwriters



DEFINITIONS

The wording includes the following definitions which carry the same meaning wherever they appear. For ease of reading the definitions are **highlighted**.

We/Our/Us	The insurer as stated in the schedule .
You/Your	The person(s) named as the insured in the schedule , and members of their family who normally reside with them.
Schedule	The schedule is part of the Policy. It shows details of the insured, the insured property and the period of insurance .
Endorsement	Any variation or addition to the terms of this insurance.
Period of Insurance	The length of time for which the insurance is in force as shown in the schedule .
Bodily Injury	Bodily injury includes death or disease.
Excess	The first amount of a claim which you must pay as shown in the schedule .
Occupied	Occupied means a member of the insured's family, relatives or friends sleeping overnight in the structure . NB. Inspection visits do NOT qualify as occupied unless this involves staying overnight in the structure .
Structure	The mobile home or caravan as described in the schedule , its fixtures and fittings including aerials, satellite dishes, any verandah, decking or shed and outside gas cylinders.

SECTION 1: THE COVER PROVIDED

The Insurance indemnifies you for physical loss or damage to the structure within the geographical limits for amounts not exceeding the sums insured, all of which are shown in the **schedule**

In addition **we** will cover:

1.
 - (a) loss or damage to Household Goods, Personal Effects and Luggage whilst contained in the **structure** only if shown in the **schedule**
 - (b) the reasonable cost, up to a maximum of €500, for
 - (i) removing the **structure** to the nearest repairer; and
 - (ii) its re-delivery to the address of the Insured in Ireland as a result of loss or damage covered by this Insurance;
2. the replacement cost if the **structure** is damaged beyond economic repair within 12 months of its purchase by **you** as new (unless the reinstatement condition is included) up to a maximum of the sum insured specified in the **schedule**;
3.
 - (a) an amount of €100 per day (up to a maximum of €500) towards alternative accommodation if the **structure** is made uninhabitable during a holiday period only.
 - (b) with **our** consent the cost of removing debris which has been incurred as a result of loss or damage covered under this insurance up to a maximum of €750.
 - (c) fire brigade charges up to a maximum of €2,000.
 - (d) cash up to €75 within the **structure** increasing to €200 where **you** reside permanently at the **structure** specified.
 - (e) Up to 10% of the **structure** sum insured for alternative accommodation where the mobile home is a permanent residence.

EXCLUSIONS APPLICABLE TO SECTION 1

The insurance does **not** cover

1. the **excess** stated in the **schedule**;
2. faulty manipulation, erasure or loss of magnetism to tapes, discs or computer software;
3. loss or damage caused by wear, tear, gradual deterioration, moth, vermin, fungus, condensation, mould, wet or dry rot, mildew, scratching or denting, depreciation in value, contamination or any gradually operating cause;
4. loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless as a direct result of storm, flood or fire which involved the presence of a naked flame;
5. loss or damage caused by any process of repairing, renovating, maintaining or cleaning;
6. loss or damage caused by any fault or defect in design, manufacture, workmanship or materials;
7. any consequential loss and/or consequential damage which **you** may suffer by reasons of claims by Third Parties due to **your** failure to fulfill any contract;
8. loss or damage to any insured property whilst left in an unattended vehicle;
9. loss or damage caused deliberately by **you**;
10. loss or damage to any piece of equipment or working part caused by its own mechanical breakdown or failure except where the damage results from a clearly identifiable cause or originating outside of the appliance or item;
11. theft or accidental loss from the **structure** whilst left unattended unless following violent and forcible entry or exit to the **structure**;
12. 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.(a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from;
(b) any legal liability of whatsoever nature; directly or indirectly caused by or contributed to or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or components;
14. confiscation, nationalisation or destruction by order of any government, public or local authority;
15. damage to tyres by punctures, cuts or bursts;
16. jewellery, furs, cameras, binoculars, musical instruments, and sports equipment unless stated in the **schedule**;
17. cycles and outboard motors;
18. water damage from bursting or overflowing of water tanks apparatus or pipes between 1st October and 31st March annually unless the water system is fully drained down (including water heater) and turned off by a stopcock. Where the stopcock is not situated wholly within the **structure you** must take reasonable steps to protect the stopcock against unauthorised access or interference. If no stopcock is fitted, all water damage is excluded where the **structure** is not **occupied** for more than 7 (seven) consecutive days;

EXCLUSIONS APPLICABLE TO SECTION 1 (CONTINUED)

19. storm damage, other than damage by impact from falling trees or flying debris, unless:
 - (a) the mobile home is securely anchored or stayed; or
 - (b) the caravan on a permanent site for more than 16 consecutive days is securely anchored or stayed; or
 - (c) during the period 1st October to 31st March annually, the caravan used for touring purposes is being stored but only within;
 - (i) a protected area at a private dwelling; or
 - (ii) an enclosed locked structure elsewhere;
20. awnings unless specified in the **schedule**;
21. any use other than for private purposes unless specially agreed by **us** and an appropriate additional premium has been paid by **you**;
22. loss damage or liability outside the limits of Republic of Ireland, United Kingdom, Channel Islands and Isle of Man, except whilst in transit directly between the ports of those countries other than for a period of 60 (sixty) days in any one **period of insurance** for use for holiday purposes on the Continent of Europe;
23. loss or damage whilst let for hire or reward unless previously agreed by **us** and an additional premium paid by **you**;
24. theft by any hirer.

SECTION 2: LEGAL LIABILITY

We will indemnify **you** for any costs and expenses **you** become legally liable to pay as damages for:

- **Bodily injury**
- Damage to property

caused by an accident happening through or in connection with the **structure** or upon the designated plot which the **structure** stands during the **period of insurance** as specified in the **schedule**.

Exclusions Applicable To Section 2

We will not indemnify **you** for any liability:

1. for **bodily injury** to **you**, members of **your** family, household or to **your** employees;
2. for damage to property belonging to **you** or held in **your** trust, custody, care or control;
3. whilst the **structure** is attached to any vehicle;
4. arising from any accident caused by the **structure** becoming detached from any towing vehicle;
5. for **bodily injury** arising directly or indirectly from any communicable disease or condition;
6. for any criminal or violent act by **you** to another person or property;
7. arising directly or indirectly out of any profession, occupation, business or employment;

8. which **you** have assumed under contract and which would not otherwise have attached;
9. arising out of **your** ownership, possession or use of any motorised or horsedrawn vehicle other than domestic gardening equipment used within the designated plot upon which the **structure** stands, any power-operated lift, any aircraft or watercraft, any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1986;
10. arising in respect of any kind of pollution and/or contamination other than caused by a sudden identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** for an incident directly related to the **structure** and reported to **us** not later than 30 days from the end of the **period of insurance**, in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident;
11. if **you** are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted.

Condition Applicable To Section 2

You must not admit liability or offer or agree to settle any claim without **our** written permission.

Limit Of Insurance

We will not pay:

- In respect of pollution and/or contamination: more than €3,000,000 in all during the **period of insurance**.
- In respect of other liability covered under section 2: more than €3,000,000 any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

YOUR DUTIES

1. Protection Maintenance Clause

You must ensure that all protections provided for the items covered under this insurance:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **structure**

2. Reasonable Care

You must take all reasonable steps to prevent accident, loss, destruction or damage.

You must maintain the property insured in a sound condition and in good repair.

3. Inspections

You must ensure the **structure** is regularly inspected.

4. Changes In Circumstances

You must notify **us** as soon as possible of any change of **your** postal address or site address, any changes in **your structure** or sums insured or if **you** or any person(s) living with **you** are convicted of any offence (other than driving offences) or are declared bankrupt.

If **you** fail to comply with the above duties this insurance may become invalid.

CANCELLATION

- 1. Cooling-off period — Right to withdraw.**

You are entitled to cancel this insurance by writing to OBF Insurance Group Ltd. within 14 working days after the date when you have been informed that the policy is in force. If **you** cancel under this clause, we will refund **your** premium, less a proportionate amount for the time we have been on cover, and your administration fee.
- 2. We** may cancel this insurance by sending 14 working days written notice by recorded delivery to **you** at **your** last known address, giving the reason(s) for **our** decision, and making a proportionate refund of premium for any unexpired period of insurance for which **you** have paid.
- 3. You** may cancel this insurance at any time by writing to OBF Insurance Group Ltd. at the address stated. Provided that no incident giving rise to a claim has occurred in the current **period of insurance, you** will be entitled to a proportionate return of the premium for the unexpired **period of insurance**. If **you** cancel during the first year (outside of the Cooling-off period) any return of premium will be at **our** discretion. No return of premium will be allowed if a claim has occurred during the **period of insurance**.
- 4.** Notwithstanding your right to withdraw, as stated in 1. above, in the event of the premium due for this insurance not being paid within 15 days, this insurance shall automatically be null and void.

CLAIMS CONDITIONS

(Applicable to the whole of this insurance)

1. **You** must within 30 days (other than under 5 below) give notice to **us** in writing of any loss, destruction or damage, accident or occurrence likely to give rise to a claim under this Insurance and provide without expense to **us** all proofs, assistance or other information which **we** may reasonably require including evidence of value and/or evidence of purchase for any items claimed.
2. **You** must notify the Police/Gardai as soon as reasonably possible in the event of any loss, destruction or damage by theft, attempted theft or malicious damage.
3. **You** must, after any damage occurs, take whatever steps are necessary to protect the property and prevent further damage.
4. **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them or **you** have been advised by **us** to dispose of them.
6. Any sum which is paid to **you** as settlement of a claim under this Insurance shall reduce the total sum insured until such time as the appropriate additional premium is paid to reinstate.
7. If a claim for liability is made against **you**, **you** must forward to OBF Insurance Group Ltd. within 7 days, any letter, writ, summons, or other legal document **you** receive.
8. Defence of Claims. **We** may:
 - take full responsibility for conducting, defending or settling any claim in **your** name;
 - take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.
9. Under-insurance
If **you** are under insured which means the cost of replacing the **Structure** at the time of loss or damage is more than **your** sum insured for the **Structure**, or the cost of replacing the contents at the time of the loss or damage is more than the sum insured for the contents, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of the **Structure**, **we** will only pay one half of the cost of repair or replacement.
10. If, after a claim has been made, **you** become aware of any information that would either support or prejudice the validity of the claim, **you** are under a duty to disclose that information to **us**. **We** are under the same duty to disclose to **you** any such information which comes to **our** attention.

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 in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

Claim Retentions

We reserve the right to withhold part of a claims payment we have agreed to pay, pending completion of the repair, replacement or re-instatement work involved and the receipt of specified documentation, including invoices, receipts and any other reasonable evidence, in respect of such work, by **us**. The amount **we** may withhold is limited to:

- (i) 5% of the claim settlement amount where the total claim settlement amount is less than €40,000
- (ii) 10% of the claim settlement amount where the total claim settlement amount is €40,000 or more."

Fees

We will not pay fees of public loss assessors and or fees associated with the preparation or presentation of any claim.

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 in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

Fraudulent Claims

You must not act in a fraudulent manner.

- If **you** make a claim which contains information that **you** know to be false or misleading in any material respect, or **you** consciously disregard whether it is false or misleading, or
- **You** make a claim for loss or damage caused by **your** criminal or intentional act or omission

Then:

- **We** shall not pay the claim
- **We** shall be entitled to terminate the insurance contract from the date of submission of the fraudulent claim
- **We** shall not return any premium paid under the insurance contract
- **We** may inform the Gardai of the circumstances.

EXCLUSIONS

(Applicable to the whole of this insurance)

Biological And Chemical Contamination 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 therefrom;
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:

(i) Biological or Chemical contamination due to or arising from 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:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- 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.

Cyber

This Insurance does not cover any loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above;
- iv. loss of or damage to any electronic data (for example files or images wherever stored)

Electronic Data Exclusion

We will not pay for

- (a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- (b) any legal liability of whatsoever nature.

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

- computer viruses, erasure or corruption of electronic data;
- 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.

Indirect Loss Or Damage

We will not pay for any losses that are not directly associated with the incident that caused **you to claim, unless expressly stated in this insurance.**

Infectious or Contagious Disease

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

DATA PROTECTION NOTICE

OBF Insurance Group Ltd recognise that protecting personal information including sensitive personal information is very important and we recognise that you have an interest in how we collect, use and share such information. Our Data Protection Policy is in line with the requirements under the General Data Protection Regulations (GDPR) which are effective from 25 May 2018.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

Full details of how we collect, use, store and protect your data can be found in our Data Privacy Notice, a copy of which is available on request or via our website, www.obf.ie.

What does OBF Insurance Group Ltd do with your personal data?

Information you provide will be used by OBF Insurance Group Ltd for the purposes of processing your application and administering your insurance policy. OBF Insurance Group Ltd may need to collect sensitive personal data relating to you (such as medical or health records) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by OBF Insurance Group Ltd and will not be disclosed to any third parties except (a) to our agents, sub-contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim (c) where your consent has been received or (d) to meet our legal or regulatory obligations. In order to provide you with products and services this information will be held in the data systems of OBF Insurance Group Ltd or our agents or subcontractors. The data is held on servers with multiple layers of security. Please note that some servers which may hold your data are located outside the EU.

We will hold data collected from you for the duration of our business relationship with you and for six years after that. This is a requirement under the Central Bank's Consumer Protection Code 2012. Your data may be used for the purposes of automated decision making but will not be used for profiling purposes.

OBF Insurance Group Ltd. may pass your information to other companies for processing on its behalf. OBF Insurance Group Ltd will ensure that its transfer of data is lawful and that your information is kept securely and only used for the purpose for which it was provided.

Calls to and from OBF Insurance Group Ltd are recorded for quality assurance or verification purposes.

Your Rights under our Data Protection Policy

You have the right to :

- Access the data we hold about you
- Have the data we hold about you transferred to another person or organisation
- Have inaccurate data about you corrected
- Have information about you erased (this could affect our ability to process your business)
- Object to direct marketing from us
- Restrict the processing of your data (this could affect our ability to process your business)
- Make a complaint to us about the implementation of our data protection policy and procedures.

To access the data we hold about you, you will need to complete and submit a Data Access Request Form, available on request or via our website.

Data Breaches

In the event of a data breach which results in your personal data being compromised, we will advise the Data Protection Commissioner within 72 hours at most, unless the data was encrypted or anonymised. Where there is a high risk to your rights, as set out in the GDPR, we will also advise you of the details of the breach and the steps we have taken to rectify it and prevent its recurrence.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud as well as the non-disclosure of material information, and in addition to comply with money-laundering legislation, OBF Insurance Group Ltd. may at any time:

- Share information about you with companies or organisations outside OBF Insurance Group Ltd. including, where appropriate, private investigators and public bodies including An Garda Síochána.
- Check your details with fraud prevention agencies as well as databases and other sources of information including, but not limited to, the insurance industry claims database known as InsuranceLink. For information on the functioning of InsuranceLink, please visit insurancelink.ie.

MEMORANDA

All monies which become or may become due and payable by the Underwriters under this insurance shall be payable and paid in the Republic of Ireland.

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.

Complaint handling arrangements

Any complaint should be addressed to:

**OBF Insurance Group Ltd,
Bridge House
Baggot Street Bridge
Dublin 4
Ireland.
Tel:+353 1 660 1033
E-Mail: info@obf.ie**

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 twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) 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:

**Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Ireland
Tel: +353 1 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.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.

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.

CLAIMS SERVICE

In the first instance, you should contact Sedgwick Ireland, who will provide a claim form for completion and advise you how to proceed. Sedgwick Ireland are authorised to deal with claims on behalf of Lloyd's Underwriters.

Their contact details are as follows:

Sedgwick Ireland
Merrion Hall
Strand Road
Sandymount
Dublin 4
T: +353 1 261 1529
E: desktopclaims@ie.sedgwick.com

Sedgwick Ireland is regulated by the Central Bank of Ireland

OBF Insurance Group Ltd. t +353 1 660 1033
Bridge House f +353 1 668 7985
Baggot Street Bridge e info@obf.ie
Dublin 4, Ireland w www.obf.ie
DO4 X2P1

OBF Insurance Group Ltd. is regulated by the Central Bank of Ireland

09.21