

Munstergroup Insurance

MOBILE HOME POLICY DOCUMENT

(Underwritten by Surestone Insurance dac)

Welcome to Munstergroup

Thank **you** for buying a Munstergroup Insurance policy underwritten by Surestone Insurance dac. **We** are really pleased that **you** have chosen **us** for **your** Mobile home insurance needs and **we** are confident that **you** will be satisfied with the cover and service **you** receive. This booklet contains everything **you** need to know about **your** insurance and how to contact **us**. This is **our** Mobile Home insurance product. This product has been designed to allow **you** flexibility in terms of the range of cover **you** have selected to suit **your** needs as well as a range of cover, benefits and level of deductible. **Your** Schedule should be read in conjunction with **your** policy booklet, so make sure **you** keep it in a safe place.

EXCEPTIONAL SERVICE

Our claims service goes the extra mile and **we** are committed to doing the right thing for **you**. **We** aim to settle claims quickly and efficiently, even in the most difficult circumstances. If **you** ever need to make a claim, just call **our** friendly call centre on:

OSG Loss Adjusters: 01 2611434



Padraic McNicholas CEO
Munstergroup Insurance

Policy Contents

Introduction	3
---------------------	----------

Definitions - Meaning of Words	5
---------------------------------------	----------

Section 1 – The Cover Provided	6
---------------------------------------	----------

Section 2 – Legal Liability	9
------------------------------------	----------

Endorsements	11
---------------------	-----------

Your Duties	12
--------------------	-----------

Cancellation	12
---------------------	-----------

Claims conditions	13
--------------------------	-----------

Exclusions	15
-------------------	-----------

Memoranda	17
------------------	-----------

Introduction

Munstergroup Insurance Mobile Home Insurance Policy Document

The Policy is underwritten by:

Surestone Insurance dac

Merrion Hall

Strand Road

Sandymount

Dublin 4

D04 P6C4

Telephone: +353 1 6601240

Surestone Insurance dac is regulated by the Central Bank of Ireland

The Policy is arranged by:

Munster Insurances & Financial Ltd t/a Munstergroup Insurance (herein referred to as Munstergroup Insurance)

Bank House

Bindon Street

Ennis

Co. Clare

Telephone: +353 65 6841766

Munstergroup Insurance is regulated by the Central Bank of Ireland

Contract of Insurance

This policy has been arranged by Munstergroup Insurance and is underwritten by Surestone Insurance dac. This is a contract between You and **Us**. The contract of insurance consists of two documents:

- a) A policy document that details the extent of cover applying to each of the policy sections as well as the policy conditions and exceptions; and
- b) A **Schedule** that includes details of the risk address, operative sections endorsements and clauses, cover level applying, the **Sums Insured** and the **Period of Insurance**.

Under the relevant European and Irish legal provision, the parties to this contract of insurance are free to choose the law applicable to the contract. **We** propose that Irish Law governs this contract.

Please read these documents carefully. If they do not meet **Your** requirements or if **You** have any queries regarding the cover or terms and conditions, please contact **Your** insurance broker or intermediary.

We will insure **You** under those sections and for the items shown in the **Schedule** as operative during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the policy have been met.

The policy, **Schedule** and any **Endorsements** should be read as if they were one document and any word or expression to which a specific meaning has been given in any part of the contract shall have the same meaning wherever it appears.

The Proposal Form/Statement of Fact is a record of the information provided by **You** and is the factual basis of this contract.

This document completed on **your** behalf by Munstergroup Insurance or an alternative Insurance Broker or intermediary is a record of all relevant information **you** gave and declarations made by **you** at the time the insurance was arranged and on which **we** have relied when agreeing to offer this Contract of **home** insurance.

If **you** do not give **us** full and accurate information of **material facts** at the start, and tell **us** about changes, this Contract of **home** insurance may no longer be valid and **we** may cancel **your** policy and/or refuse to deal with any claim.

Definitions: Meaning of Words

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 means the insurer as stated in the schedule.

You/Your means the person(s) named as the insured in the schedule, members of insured's family who normally reside with you, your relatives and friends.

Schedule: The schedule is part of the Policy. It shows details of the insured, the insured property and the period of insurance.

Endorsement means any variation or addition to the terms of this insurance.

Period of Insurance means the length of time for which the insurance is in force as shown in the schedule.

Bodily injury includes death or disease.

Excess means the first amount of a claim which you must pay as shown in the schedule.

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 means the mobile home as described in the schedule, its fixtures and fittings including aerials, satellite dishes, and any shed.

Decking means the material of a timber platform attached to the structure.

Awning means a sheet of canvas or other material stretched on a frame, adjacent/attached to the structure, and used to keep the sun or rain from the structure

Section 1: The Cover Provided

The insurance covers 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 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 redelivery 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 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 €300) 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 €300.
 - c) fire brigade charges up to a maximum of €1,000.
 - d) cash up to €75 within the structure

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, 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 fulfil 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
 - (a) foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or
 - (b) confiscation or nationalisation or requisition or
 - (c) destruction of or damage to property by or under the order of any government or
 - (d) 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. fungus, condensation, mould, wet or dries rot;
16. damage to tyres by punctures cuts or bursts;
17. jewellery, furs, cameras, binoculars, musical instruments, and sports equipment unless stated in the schedule;
18. cycles and outboard motors;
19. 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;
20. storm damage, other than damage by impact from falling trees or flying debris, unless:
 - (a) the mobile home is securely anchored or stayed
21. awnings unless specified in the schedule;
22. any use other than for private purposes unless specially agreed by us and an appropriate additional premium has been paid by you;
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. for that 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 horse drawn 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 €2,600,000 in all during the **period of insurance**.
- In respect of other liability covered under section 2: more than €2,600,000 any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Endorsements (Refer schedule for any endorsements applicable)

MG-E021 Voluntary Excess - €500

In accordance with the Voluntary Excess option that you have selected, we confirm that the standard Policy Excess in the policy wording is increased by €500. Where we have imposed an increased excess, this voluntary excess will be in addition to the standard policy excess.

MG-E022 Voluntary Excess - €750

In accordance with the Voluntary Excess option that you have selected, we confirm that the standard Policy Excess in the policy wording is increased by €750. Where we have imposed an increased excess, this voluntary excess will be in addition to the standard policy excess.

MG – E023 Mobile Home Location

If the mobile home is located in close proximity to a shoreline, river bank or lake bank the following conditions apply precedent to liability under the policy:-

1. The Mobile Home must be located at least 100 metres away from the shoreline high-tide mark.

or

The Mobile Home must be located at least 25 metres away from the shoreline high-tide mark and pitched at least 15 metres higher than the shoreline high-tide mark.

2. The Mobile Home must be located at least 30 metres away from any river bank or lake bank.

or

The Mobile Home must be located at least 5 metres away from any river bank or lake bank and at least 10 metres higher than the river bank or lake bank.

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 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 Munstergroup Insurance within 14 days of the start of the **period of insurance** without giving a reason. Providing you have not made any claims **we** will allow a proportionate return of premium for any unexpired **period of insurance** for which you have paid.
2. **We** may cancel this insurance by sending 15 days written notice by recorded delivery to **you** at **your** last known address and making a proportionate return 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 Munstergroup Insurance 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 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 Munstergroup Insurance 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.

Other Insurances

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

If **you**, or anyone acting on **your** behalf, make a claim knowing it be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

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.

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.

Data Protection Act 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

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.

MEMORANDA

Important Information

Please read this policy document and the Schedule (including endorsements) very carefully. Together with the information you gave us in the Proposal Form / Statement of Fact and declarations that you have made, they form the contract of your home insurance. You should pay particular attention to the general exclusions, general conditions and any endorsements that apply.

Please tell your Insurance Broker immediately if you have any questions, if the cover does not meet your needs or if any part of your insurance documentation is incorrect.

Cooling-Off Period / Right To Cancel

You, the consumer, have the right to cancel this policy within 14 days of inception or renewal date without penalty and without giving any reason. To do this, you must advise Munstergroup Insurance or your Insurance Broker. If you choose to cancel this policy during the Cooling-Off period and as long as you haven't made any claims, we will work out the premium for the period we have been insuring you and refund the balance.

Complaint Handling Arrangements

1) Complaints Policy - All Policy Sections

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong.

We will do our best to deal with your complaint as effectively and quickly as possible.

We will acknowledge each complaint on paper or another durable medium within 5 days of the complaint being received.

We will provide you with the name of one or more individuals to be your point of contact in relation to the complaint until it is resolved or cannot be progressed further.

We will provide you with regular updates on the progress of the investigation of a complaint at intervals of not less than 20 business days starting from the date on which the complaint was made.

We will attempt to investigate and resolve a complaint within 40 business days of having received the complaint.

Any telephone calls made in connection with this policy may be monitored or recorded to assist with staff training and for quality control.

Where 40 days have elapsed and the complaint is not resolved, you can contact the relevant Financial Services Ombudsman Bureau

Step 1	If you arranged your cover through an agent or adviser, please send your complaint to them.
Step 2	If your complaint is not sorted out to your satisfaction, please contact: Customer Services Team Munstergroup Insurance Bank House, Bindon Street, Ennis, Co. Clare Tel: +353 65 6841766 Email: info@munstergroup.com Web: www.munstergroup.com
Step 3	If for some reason you are not happy with how Munstergroup Insurance has dealt with your complaint please then contact the following. Customer Relations Manager Surestone Insurance dac Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4 Ireland Tel: +353 1 6601240 Email: enquiries@surestoneinsurance.ie
Step 4	If you are still unhappy and: Your complaint relates to the sales or administration of your policy, then contact: The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. LoCall: 1890 88 20 90 Phone: 01 662 0899 Fax: 01 662 0890 E-mail: enquiries@financialombudsman.ie Web: www.financialombudsman.ie

Data Protection Notice

It is important that you read this Data Protection Notice or that someone explains it to you. The Notice must be shown to any party related to the insurance. It explains how we may use your details and tells you about the systems and registers that we and others have in place which allow us to detect and prevent fraudulent applications and claims. You must tell us about any incident (such as an accident, fire or theft) whether or not a claim is likely to result.

When you tell us about such an incident, information relating to it will be passed to the registers. We may search these databases when you apply for insurance, at renewal or in the event of an incident or a claim, to validate your claims history or that of any other person or property likely to be involved in the policy or claim. We may share information about you with other companies providing services to us.

Preventing and detecting fraudulent claims history

In order to prevent and detect insurance related fraud, we may do the following at any time:

Share information about you with other Companies providing services to us.

Check and/or file your details with fraud prevention agencies, registers and databases and if you give us false or inaccurate information/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

If you have any queries or would like more information about Data Protection, please write to the:

Office of Data Protection Commissioners Canal House
Station Road
Portllington
Co. Laois
Email: info@dataprotection.ie

Under the Data Protection Acts 1988 and 2003 of Ireland, you are entitled, if you pay a fee, to receive a copy of the information we hold about you.

The law which applies to the contract

Under European law and the law of the Republic of Ireland, you and we can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply.

Insurance Act 1936 (Section 93)

All money which is paid or may be paid by us to you under this policy will be paid in The Republic of Ireland.

Stamp Duties Consolidation Act 1999

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

Claims service

In the first instance, you should contact OSG who will provide a claim form for completion and advise you how to proceed. OSG are authorised to deal with claims on behalf Munster Insurances & Financial Ltd t/Munstergroup Insurance
Their contact details are as follows:

OSG Outsource Services Group Ltd
Merion Hall
Strand Road
Sandymount
Dublin 4

T: +353 1 261 1529
E: info@osg.ie

Munstergroup Insurance Mobile Home Policy is underwritten by Surestone Insurance dac regulated by the Central Bank of Ireland. Munster Insurances & Financial Ltd. t/a Munstergroup Insurance is regulated by the Central Bank of Ireland.