



Key Facts Documents

Should you require this document in a larger format please email enquiries@mark-bates-ltd.co.uk
or call 01476 591104

HIGH VALUE SCOOTER & POWERCHAIR INSURANCE

Policy summary

Our Premier Care High Value Mobility Insurance policy is designed for owners of mobility scooters and power chairs valued between £5,000 and £15,000 and provides insurance protection in the event of accidental damage (including fire, theft and malicious damage) and personal liability arising from its ownership or use.

For equipment purchased new you will have the option of insuring for 12, 24 or 36 months. For used equipment, you will normally only be allowed to take out this insurance for a period of 12 months only. Prior to expiry, all policies will be offered renewal for a period of 12 months.

This document includes a general summary of the insurance provided by the policy. For precise details of cover, including the full conditions and exclusions that apply, the policy document should be referred to. A copy will be supplied upon request.

Accidental damage

Insured event

Loss or damage to your equipment by any accidental cause (including fire, theft and malicious damage) whilst in the United Kingdom, the Channel Islands or the Isle of Man and elsewhere in the world (subject to prior notification) for up to 30 days in any one year of insurance.

Basis of settlement

The insurer will pay the following in respect of your equipment.

- 1) For equipment less than 3 years old
At its option, the cost of repair or replacement to a condition equivalent to or substantially the same as, but not better or more extensive than, its condition when new.
- 2) For equipment more than 3 years old, purchased secondhand or when components cannot be obtained
At its option
 - a) the cost of repair or the value of your equipment after allowance for wear, tear and depreciation whichever is the lesser; or
 - b) the cost of replacement after allowance for wear, tear and depreciation.

The maximum amount payable will not exceed the sum insured which, unless specially agreed, will be the purchase price.

Additional benefits

As well as cover for accidental damage to your equipment, the following additional benefits are provided.

'Get you home'

- the costs of getting you and the mobility equipment back home following breakdown or insured damage excluding
- 1) loss of, or damage to, tyres (including punctures or bursts) or battery failure (including loss of charge)
 - 2) more than three claims in any one year of insurance.

We provide you with a recovery helpline, but if you do not use this facility the most we will pay is £100.

Loss of keys

if, whilst using the mobility equipment away from your home address, you should lose its starter key(s), this insurance will pay up to £50 for;

- 1) the cost of replacement key(s)
- 2) the reasonable costs incurred by you in returning you to your home address to obtain a spare key and back again in order to recover the mobility equipment
- 3) the reasonable costs incurred by you in arranging for a third party to recover the mobility equipment and have it taken to your home address if it is not possible for you to recover the mobility equipment yourself

not exceeding two claims in any one year of insurance.

Personal accident

a benefit of £1000 will be paid if, at the same time as incurring insured damage to the mobility equipment, you suffer bodily injury resulting within 12 months in death, loss of limb by physical severance above the hand or ankle or total loss of sight in both eyes.

Personal effects

up to £100 if, at the same time as incurring insured damage to the mobility equipment, you suffer loss of, or damage to, personal effects (other than money, stamps, tickets, documents or securities).

Temporary mobility equipment

cover includes any similar mobility equipment whilst temporarily on hire or loan as a replacement following loss of, or damage to, the mobility equipment, subject to prior notification.

Hire costs

the cost of hiring similar mobility equipment pending replacement or repair to the mobility equipment following insured loss or damage, excluding the first 7 days of hire and subject to a maximum of £5 per day and £250 in any one year of insurance.

Hospitalisation benefit

The insurer will pay up to £5 per day for additional expenses incurred by you following hospitalisation as the direct result of insured loss or damage to the mobility equipment whilst in use, excluding the first 7 days of hospitalisation and subject to a maximum of £250 in any one year of insurance.

Mugging benefit

Up to £250 for loss of personal effects (other than money, stamps, tickets, documents or securities) or cost of convalescence in the event that you are mugged, provided that a copy of a police and doctor's report has been obtained.

Legal Expenses

Legal expenses incurred in negotiating for your legal rights to obtain compensation from a third party in respect of your death or bodily injury, or loss of, or damage to, your property, arising directly as a result of your use of the mobility equipment, up to a maximum of £25,000 in any one year of insurance.

Manual Wheelchair

Any manual wheelchair belonging to you, up to a maximum value of £1000, provided that full details have been lodged with the insurer.

Exclusions

A number of exclusions apply and the following are the ones most specific to the equipment being insured. In particular, we would draw your attention to exclusions 4e) and 5) relating to restrictions in cover whilst the equipment is unattended.

- 1) Loss or damage due to
 - a) manufacturing defect, wear and tear, gradual deterioration, electrical or mechanical breakdown, defective workmanship or misuse.
 - b) scratching, denting, tearing or similar damage of a cosmetic nature which does not affect the normal operation of your equipment.
 - c) any process of cleaning, altering, servicing or repairing.
 - d) delay, confiscation or detention by customs officials, the police or similar authorities.
 - e) atmospheric or climatic conditions.
- 2) Loss or damage whilst your equipment is in the possession or control of airport authorities or baggage handlers or on an aircraft.
- 3) Loss of or damage to tyres by application of brakes or by punctures, cuts or bursts.
- 4) Loss or damage by theft or malicious persons
 - a) where your equipment is obtained by deception.
 - b) of or to accessories, unless your equipment is stolen at the same time.
 - c) occurring whilst your equipment is left unattended, unless the starter key has been removed from your equipment.
 - d) where your equipment is stored overnight in an unattended motor vehicle, unless such vehicle is parked in a locked and secure building.
 - e) of or to your equipment whilst left unattended for more than one hour, unless it is secured to an immovable object by a good quality padlock and chain or stored in a locked and secure building.
- 5) Loss or damage by theft or malicious persons or by any other cause whatsoever of or to your equipment whilst left unattended
 - a) for more than 12 hours; or
 - b) overnightunless stored in a locked and secure building.
- 6) The policy does not cover you for any claim whilst the equipment is
 - a) being used for racing, pace making or time or reliability trials in any organised sporting event or whilst practising for any of them.
 - b) being used by any person other than you.
 - c) carrying passengers.

Insured event

All compensation and claimants and defence costs and expenses for which you are legally liable, as a consequence of actual bodily injury or accidental loss of or damage to property, arising in connection with the ownership, possession or use of the equipment by you, up to £2,000,000 in any one year of insurance.

In addition cover will include any person acting as your carer or attendant whilst your equipment is in their custody and control with your permission.

This is a claims made insurance, which means that cover will only apply to incidents first notified to you during the current year of insurance.

Cover is provided within the United Kingdom, the Channel Islands and the Isle of Man and up to 30 days worldwide (excluding USA and Canada) in any one year of insurance.

Cover also extends to include damages and taxed costs awarded to you arising out of your ownership, possession or use of the mobility equipment should that amount remain unpaid, in full or in part, after 3 months.

Exclusions

A number of exclusions apply. The ones most specific or unusual are as follows.

- 1) Bodily injury to you or any of your employees.
- 2) Loss of or damage to property belonging to you or for which you are responsible.
- 3) Any event occurring before the inception of the policy.
- 4) An award by any court outside the United Kingdom, the Channel Islands or the Isle of Man.
- 5) The activities of any carer or attendant who is being paid for this service.

Other important information (applies to each policy described herein)

Notification of claims

If you need to notify the insurer of a claim or of any circumstances or incident that may cause a claim you should contact us at

Mark Bates Ltd Premier House Harlaxton Road Grantham Lincolnshire NG31 7JX

Telephone No: **01476 593887**

You should immediately report to the police any incident involving theft, malicious damage, vandalism or loss of property.

The policy document provides full details of the action you should take in the event of a claim.

Language

The policy and associated documentation and all information relating to this insurance shall be in English.

Law

There is a choice of law applicable to this insurance, but unless otherwise agreed between you and the insurer, English Law will apply.

Insurer

The insurer is Lloyd's syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK.

Amlin Underwriting Limited is authorised and regulated by the Financial Services Authority under register number 204918.

You can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Cancellation

- 1) If, once you have received the policy documents, you decide that you do not wish to accept this insurance, you may return the documents to us within 14 days of receipt and we will refund the premium.
- 2) Otherwise, you may cancel the policy at any time and the insurer will allow a refund of premium paid in accordance with its short period rates in force at the time of cancellation.
- 3) We may cancel this insurance on behalf of the insurer by sending 30 days' notice to your last known address. We will work out the premium for the period we have been insuring you and refund any difference.
- 4) No refund of premium will be allowed if a claim has occurred during the insurance period.

Complaints

It is always our intention to provide you with a first class standard of service. However, if you are unhappy in any way and wish to make a complaint, firstly please contact

Mark Bates Ltd Premier House Harlaxton Road Grantham Lincolnshire NG31 7JX

Telephone No: **01476 593887**

Should you remain dissatisfied you may ask Policyholder & Market Assistance at Lloyd's to review your case without prejudice to your rights in law. Their address is

Policyholder & Market Assistance Lloyd's One Lime Street London EC3M 7HA.

Tel: **020 7327 5693** Fax No: **020 7327 5225** E-mail: complaints@lloyds.com

Complaints that cannot be resolved by them may be referred to the Financial Ombudsman Service.

Compensation rights

In the event that the insurer is unable to meet its legal obligations under this insurance you may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS).

Further information is available from FSCS. Tel: 020 7892 7300.



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