



Key Facts Documents

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

IN-HOME WARRANTY

Policy summary

Our Premier Care Mobility Warranty and Accidental Damage policy is designed for owners of mobility equipment for use in the home such as beds, chairs and stair lifts and provides insurance protection in the event of accidental damage, including damage following accidental mechanical or electrical breakdown.

This insurance is available on new and used equipment. Cover on new products will commence immediately after the manufacturers' guarantee expires and the insurance will last for a period of 12, 24, 36 or 48 months, at your option. The cover for used products is for 9 months, beginning 3 calendar months after the equipment has been purchased. Whichever period you have chosen we will contact you before expiry, but renewal will only be offered for 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.

Warranty

Insured event

Mechanical or electrical breakdown of your equipment 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 or purchased second hand
At their 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.

Exclusions

A number of exclusions apply and the following are the ones most specific to the equipment being insured.

- 1) The policy excludes any breakdown incurred
 - a) during the manufacturer's, supplier's or any other warranty or guarantee period.
 - b) where any equipment or any of its parts are the subject of a manufacturer's recall or modification.
 - c) if the equipment is or has been used for commercial or other non-domestic purposes.
 - d) as a result of routine maintenance, servicing, cleaning, overhaul or modification.
 - e) where no fault is found with the equipment.
- 2) The policy excludes breakdown as a result of
 - a) any cause external to the equipment, theft or attempted theft or any intentional act.
 - b) wear and tear, corrosion, rust, contamination, gradual deterioration, defective workmanship or misuse.
 - c) strikes or industrial action.
 - d) you disregarding the manufacturer's operating or user maintenance instructions.
 - e) modification or servicing not carried out in accordance with the manufacturer's instructions.
 - f) incorrect installation, modification or maintenance of electricity supplies used to provide power to the equipment.
 - g) suspension or termination of any mains services due to any act, failure or default by you or other persons.
 - h) gaining access to or working upon the equipment.
- 3) The policy shall not apply
 - a) if any part or component is no longer available or is out of manufacture.
 - b) in respect of plugs, fuses, springs, batteries, off board battery chargers, light bulbs, light covers, paintwork, trim, cables, filters, attachments, seat covers or any other consumables, framework, bodywork, external accessories, stair lift tracking or stair lift trailing cables.
 - c) for more than one repair to, or replacement of, any one part of the equipment.
 - d) to breakdown where the fault was evident during the manufacturer's warranty period or before commencement of the policy.

Accidental damage

Insured event

Loss of, or damage to, the equipment by any accidental cause whilst within your private dwelling.

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 second hand or when components cannot be obtained
At their 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.

Exclusions

A number of exclusions apply and the following are the ones most specific to the equipment being insured.

- 1) Loss or damage due to manufacturing defect, wear and tear, gradual deterioration, corrosion, rust, contamination, electrical or mechanical breakdown, defective workmanship or misuse.
- 2) Any process of cleaning, altering, servicing or repairing.
- 3) Theft due to loss of the equipment by deception.
- 4) Damage resulting in staining of the equipment which cannot be removed by a professional cleaning contractor.
- 5) Burns or scorching caused by cigarettes, cigars or tobacco pipes, or lighted materials used in connection therewith.
- 6) Scratching or denting, unless such damage affects the normal operation of the equipment.
- 7) Damage caused by animals.

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.



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

Tel: 01476 591104 Fax: 01476 591543

Mark Bates Ltd are registered in England No: 2946288 and authorised and regulated by the Financial Services Authority, F.R.N.: 308390