



Key Facts Documents

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

WHEELCHAIR INSURANCE

Policy summary

Our Wheelchair Insurance Policy is designed for owners of manual wheelchairs valued at up to £2000. A wide range of standard cover is provided for customers requiring truly comprehensive insurance protection.

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

For wheelchairs purchased new, you will have the option of insuring for 12, 24 or 36 months. For used wheelchairs, you will normally 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.

Accidental damage

Insured event

Loss or damage to the wheelchair (excluding accessories) by any accidental cause (including fire, theft and malicious damage) whilst in the UK, the Channel Islands or the Isle of Man and, subject to prior notification, elsewhere in the world 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 2 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 2 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 wheelchair back home following breakdown or insured damage up to £25 any one claim and £50 in any one year of insurance.

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 £50 in any one period of insurance.

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 4c) 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) where your equipment is stored overnight in an unattended motor vehicle, unless such vehicle
 - c) is parked in a locked and secure building.
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) overnight
unless stored in a locked and secure building.

Personal liability

Insured event

All compensation, together with 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 wheelchair by you, up to £2,000,000 in any one year of insurance.

This is a 'claims made' insurance, which means that an indemnity will only be provided for claims first notified to you during the current year of insurance.

Cover extends to include any person acting as a carer or attendant of yours whilst the wheelchair is under their custody and control with Your permission, provided that no other insurance in respect of the carer or attendant is in force.

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

Cover 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, provided that;

- 1) the award is not the subject of an appeal
- 2) the incident giving rise to the award occurred;
 - a) in the United Kingdom, the Channel Islands or the Isle of Man
 - b) after the inception of the Policy
- 3) you shall assist the insurer to enforce your rights of recovery
- 4) the limit of liability shall not exceed £2,000,000.

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 such service by You, or any other person or entity on your behalf.

Other important information

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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