



# PREMIER CARE

## 3 MONTH INSURANCE

### POLICY SCHEDULE

All information supplied by You in connection with this insurance forms part of the contract between You and the insurer. In return for payment by You to the insurer of the premium required the insurer will provide insurance described in this policy

Policy Number:	<input type="text"/>
Insured Person:	<input type="text"/>
Address:	<input type="text"/>
Mobility Equipment:	Make: <input type="text"/>
	Model: <input type="text"/>
Sum Insured:	<input type="text"/>
Premium:	<input type="text"/>
Insurance Premium Tax (IPT):	<input type="text"/>
Premium (including IPT):	<input type="text"/>
Period of Insurance	From: <input type="text"/> To: <input type="text"/>
Date of Issue:	<input type="text"/>

Signed for and on behalf of the insurer:



Authorised Signatory.....

### POLICY DEFINITIONS

Wherever the following words and phrases appear in this Policy they will always have these meanings unless more specifically defined in any Section of the Policy

<b>Damage</b>	loss destruction or damage
<b>Geographical Limit</b>	United Kingdom the Channel Islands and the Isle of Man and worldwide (subject to prior notification to the insurer) for up to 30 days in any one Period of Insurance
<b>the insurer</b>	Lloyd's syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin Insurance Services
<b>Period of Insurance</b>	period of insurance stated in the Schedule or any subsequent period for which You pay and Insurer's accept premium
<b>Property</b>	mobility equipment described in the Schedule belonging to You or for which You are legally responsible (including fixed accessories) normally kept at the address shown in the Schedule
<b>Schedule</b>	most recent schedule issued to You by the insurer
<b>You/Your/Yourself</b>	insured person named in the Schedule

### POLICY EXCLUSIONS

#### 1) GENERAL

This Policy does not cover any claim directly or indirectly caused by or contributed to by or arising from

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or terrorism
- b) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- c) the radioactive toxic or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- d) any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter

#### 2) USE OF PROPERTY

This Policy shall not indemnify You for any claim resulting from

- a) racing pace making time or reliability trials in any organised sporting event or whilst practicing for any of them
- b) use of the Property by any person other than You
- c) or caused during the carriage of passengers

## POLICY CONDITIONS

### 1) OBSERVANCE

The observance and fulfilment of the terms and conditions of this Policy by You insofar as they relate to anything to be done or complied with by You shall be a condition precedent to any liability of the Insurer to make any payment under this Policy

### 2) AVERAGE

If the replacement cost of the Property covered by this Policy shall at the time of any loss be greater than its sum insured You shall be entitled to recover hereunder only such proportion of the loss as the sum insured bears to the replacement cost of the said Property

### 3) FRAUD

If You make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder be forfeited

### 4) PRECAUTIONS

You shall take reasonable precautions to safeguard the Property against Damage maintain the Property in a sound and safe working condition and not use contrary to the operations manual

### 5) THE INSURER'S RIGHTS

In the event of a valid claim under this Policy, the Insurer will be entitled to prosecute in Your name, but for the Insurer's benefit to recover any payment made to You or on Your behalf.

### 6) OTHER INSURANCE

If, at the time of any incident resulting in loss, damage, legal liability or costs and expenses there be any other insurance covering the whole or part of such incident whether effected by You or not the Insurer shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such incident

### 7) CANCELLATION

The Insurer may cancel this policy by sending 14 days notice by recorded delivery to You at Your last known address and You will be allowed a pro rata refund of premium for the unexpired Period of Insurance.

You may cancel this Policy at any time and the Insurer will allow a refund of premium for the unexpired Period of Insurance calculated in accordance with the Insurer's short period rates.

No return of premium will be allowable if a claim has been made in the current Period of Insurance.

### 8) ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory conditions for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

### 9) TAX

In addition to the premium You will pay to the Insurer any tax due on the premium which the Insurer is required to collect in accordance with current legislation

### 10) CHOICE OF LAW

There is a choice of law applicable to this insurance but unless agreed otherwise between You and the Insurer English Law will apply

### 11) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this act

### 12) DATA PROTECTION ACT 1998

It is agreed by You that any information provided to the Insurer regarding You for the purpose of accepting insurance and handling any claims may, if necessary be divulged to third parties provided that it will be processed by the Insurer in compliance with the provisions of the Data Protection Act 1998

## CLAIMS CONDITION AND NOTIFICATION

In the event of any incident occurring that may give rise to a claim under this Policy You shall

- 1) as soon as possible and in any event not later than 7 days thereafter give notice to the Insurer of a potential claim
- 2) at Your own expense and within 30 days thereafter complete and forward to the insurer a claim form together with any additional documentation details or particulars as the insurer reasonably require
- 3) notify the police immediately if the Property is lost or stolen or damaged by malicious persons
- 4) take all reasonable steps to diminish or avoid loss, damage liability costs or expenses
- 5) not authorise repair or replacement of the Property without the insurer's prior agreement
- 6) forward to the Insurer immediately on receipt and without answering it any letter claim writ summons or process
- 7) not negotiate with, nor make any admission of liability nor offer payment or promise to, any party without the Insurer's written consent.

If you need to notify the Insurer of a claim or any other matter relating to this Policy You should contact

Mark Bates Ltd  
Premier House Harlaxton Road Grantham NG31 7JX  
Telephone: 01476 593887

## SECTION A - MATERIAL DAMAGE

In the event of Damage as a result of any accidental cause to the Property arising during the Period of Insurance and occurring within the Geographical Limits, the Insurer will repair or replace the property in accordance with the Basis of Settlement

### BASIS OF SETTLEMENT

In the event of Damage, the Insurer will pay in respect of Property

- 1) purchased new and less than 2 years old, at its option, the cost of repair to or replacement, in either case to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new
- 2) more than 2 years old, or purchased second hand, at its option;
  - i) the cost of repair or the value of the scooter after allowance for wear, tear and depreciation whichever is the lesser
  - ii) the cost of replacement after allowance for wear, tear and depreciation.

In the event that Property less than 2 years old cannot be repaired or replaced because any part or component is out of production and no longer available, the claim will be settled after allowance for wear, tear and depreciation.

The Insurer shall not be liable to pay more than the Sum Insured stated in the Schedule in respect of any claim for the Property.

### EXCLUSIONS TO SECTION A

This Section does not cover

1. 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 the Property
  - 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. Damage whilst the Property is in the possession or control of airport authorities baggage handlers or on an aircraft
3. loss of, or damage to, tyres by application of brakes or by punctures cuts or bursts

#### 4. Damage by theft or malicious persons

- a) due to obtaining the Property by deception
- b) of, or to, accessories, unless the Property is stolen at the same time
- c) occurring whilst the Property is unattended, unless the starter key has been removed from the vicinity of the Property
- d) of, or to, Property left unattended stored overnight in an unattended motor vehicle, unless such vehicle is parked in a locked and secure building
- e) of, or to, Property left unattended for more than one hour unless stored in a locked and secure building.

This exclusion 4)e) shall not apply if, whilst left unattended, the Property is secured to an immovable object by a good quality padlock and chain, but cover will not apply if left unattended for more than 12 hours or overnight.

- 5) Damage by any cause whatsoever of, or to, Property whilst left in the open;
  - a) for more than 12 hours
  - b) overnight

### EXTENSIONS TO SECTION A

#### 'GET YOU HOME'

The reasonable costs incurred by You in returning to Your home address or any premises where you are temporarily residing following breakdown or insured loss of, or damage to, the Property, provided that this Extension shall not apply

- a) following loss of, or damage to, tyres (including punctures or bursts) or battery failure (including loss of charge)
- b) if one previous claim has been paid under this Extension in any one period of insurance.

If, in the event of an incident insured by the Extension, you do not use the 'Get You Home' service helpline, details of which have been provided to you by Mark Bates Ltd, the most the Insurer will pay is £100.

#### LOSS OF KEYS

If whilst using the Property away from your home address You should lose its starter key(s) the insurer will pay for

- a) the cost of replacement key(s)
- b) 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 Property
- c) the reasonable costs incurred by you in arranging for a third party to recover the Property and have it taken to your home address if it is not possible for You to recover Yourself

provided that the insurer's liability for any one claim shall not exceed £50 and the insurer shall not be liable to pay more than one claim in any one Period of Insurance

#### PERSONAL ACCIDENT

If at the same time as incurring loss, of or damage to, the Property resulting in a valid claim under this Section You suffer bodily injury caused by the same event that results within 12 months in either

- a) death
- b) loss of limb by physical severance above the hand or ankle
- c) total loss of sight in both eyes

the Insurer will pay a benefit of £1000 to You or Your legal representatives

#### PERSONAL EFFECTS

If, at the same time that You incur loss of, or damage to, the property resulting in a valid claim under this section, You suffer loss of, or damage to, Your personal effects (other than money, stamps, tickets, documents or securities) from the same cause, the Insurer will pay You up to £100.

#### TEMPORARY MOBILITY EQUIPMENT

The description of the Property shall extend to include any similar mobility equipment whilst on hire or loan as a temporary replacement following Damage insured by this Policy subject to prior notification and acceptance by the insurer

#### HIRE COSTS

In the event of a valid claim under this Section requiring repair or replacement of the Property the Insurer will pay for the cost of hiring similar mobility equipment provided that the Insurer will not pay

- a) more than £5 per day
- b) more than £50 in any one Period of Insurance
- c) for the first 7 days hire charges

#### 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 of, or damage to, the Property whilst in use, provided that the insurer will not pay

- a) more than £50 in any one Period of Insurance
- b) for the first 7 days of hospitalisation

#### MUGGING BENEFIT

In the event that You are mugged whilst using the Property, the Insurer will pay up to £100 for loss of personal effects or cost of convalescence provided that

- a) copy of a police and doctor's report has been provided
- b) the Insurer shall not be liable for money, stamps, tickets, documents or securities

## SECTION B – PERSONAL LIABILITY

This is a 'claims made' insurance - cover will apply only to claims first notified to You during the Period of Insurance

The Insurer will pay for

- 1) all compensation and claimants' costs and expenses for which You are legally liable as a consequence of actual bodily injury (including death illness disease and nervous shock) or accidental loss of or damage to property in respect of which a claim is made against You during the Period of Insurance and arising in connection with the ownership possession or use of the Property by You
- 2) all costs and expenses arising in connection with 1) above incurred with the consent of Insurer

Provided that the liability of the insurer for all compensation and costs and expenses shall not exceed £2,000,000 in any one Period of Insurance

### EXCLUSIONS TO SECTION B

This Section does not cover liability arising from

- 1) any event occurring outside of the Geographical Limits
- 2) actual bodily injury to You or any of Your employees
- 3) loss of or damage to property belonging to You or for which You are responsible
- 4) any event occurring prior to the inception of this Policy
- 5) any event occurring in the United States of America or Canada
- 6) an award of any court outside the United Kingdom the Channel Islands or the Isle of Man

## UNRECOVERED COURT AWARDS EXTENSION TO SECTION B

In the event of Your being awarded damages and taxed costs by any court in the United Kingdom the Channel Islands or the Isle of Man in respect of actual bodily injury (including death illness disease and nervous shock) or accidental loss of or damage to property the insurer will pay to You any amount that remains unpaid in full or in part after a period of 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 this Policy
- 3) You shall at the expense of the Insurer do and concur in doing and permit to be done all things as the Insurer shall reasonably require for the purpose of enforcing any rights and remedies to which the insurer shall have become entitled upon making payment under this Extension
- 4) the liability of the Insurer under this Extension shall not exceed £2,000,000 in any one Period of Insurance

## COMPLAINTS PROCEDURE

It is always our intention to provide you with a first class standard of service. Misunderstandings can however occur and we would prefer to know about the occasional problem than for you to remain dissatisfied. If any enquiry or complaint arises regarding this insurance, you should firstly contact:

**Mark Bates Ltd**  
**Premier House Harlaxton Road**  
**Grantham Lincolnshire NG31 7JX**  
**Tel No: 01476 593887**

If you remain dissatisfied, you may refer the matter to the Complaints Department at Lloyd's by contacting:

Complaints Department Lloyd's One Lime Street London EC3M 7HA  
Tel: 020 7327 5693 Fax: 020 7327 5225 Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If your complaint remains unsolved, it may be possible to refer the matter to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints procedure.



Mark Bates Ltd - Registered in England No 2946288  
Registered Office - Premier House Harlaxton Road Grantham Lincolnshire NG31 7JX

**MBL Customer Helpline: 01476 591104**