



In Home Warranty Policy

SCHEDULE

All information supplied by **you** in connection with this policy forms part of the contract between **you** and **us**.
In return for payment by **you** of the premium required **we** will provide the financial protection 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 cover	From:	<input type="text"/>	To: <input type="text"/> in respect of Section A
	From:	<input type="text"/>	To: <input type="text"/> in respect of Section B
Date of issue:	<input type="text"/>		



Signed for and on **our** behalf:
Authorised Signatory

Policy definitions

Wherever the following words and phrases appear in this policy they will always have these meanings.

Breakdown	Accidental mechanical or electrical breakdown.
Period of cover	Period of cover stated in the schedule or any subsequent period for which you pay and we accept the premium.
Property	Mobility equipment described in the schedule belonging to you or for which you are legally responsible.
Schedule	Most recent schedule issued to you by us .
We/us/our	Lloyd's syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK.
You/your	Insured person named in the schedule .

Policy exclusions

- 1) This policy does not cover any claim directly or indirectly caused by, contributed to, 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 its nuclear components.
 - d) any weapon of war employing atomic or nuclear fission, fusion or other like reaction, radioactive force or matter.

Policy conditions

- 1) **Keeping to the conditions**

You must have complied with all the terms, conditions and endorsements of this policy before **we** are liable to make any payment.
- 2) **Average**

If, at the time of any loss, the sum insured for the **property** covered by this policy is less than its replacement cost, **you** will only be entitled to recover the proportion of the loss that the sum insured bears to the replacement cost of the **property**.
- 3) **Fraud**

If **you** make any claim or statement that is false or fraudulent this policy will not apply and **we** will not pay any claim.
- 4) **Precautions**

You shall take reasonable precautions to protect the **property** against **breakdown**, loss or damage and maintain it in a sound and safe working condition.
- 5) **Our rights**

In the event of a valid claim under this policy **we** are entitled to pursue, in **your** name but at **our** expense, recovery of amounts **we** may become liable to pay. **You** must give **us** all the assistance **we** may reasonably require to do this.
- 6) **Annual maintenance**

The **property** should be serviced at least once a year by a professional mobility equipment dealer in accordance with the manufacturer's recommendations.
- 7) **Other cover**

If, at the time of any incident resulting in **breakdown**, loss or damage there is any other policy covering the whole or part of the same incident, whether **you** arranged it or not, **we** shall only be liable to pay or contribute **our** proportion of the total payment made for the incident.

8) Cancellation

We may cancel this policy by sending 30 days' notice by recorded delivery to **you** at **your** last known address and **we** will refund part of the premium for the **period of cover** **you** have not used.

You may cancel this policy at any time and **we** will refund part of the premium for the **period of cover** **you** have not used, calculated in accordance with **our** short period rates.

We will not refund any part of **your** premium if there have been any claims during the **period of cover**.

9) Arbitration

If there is a disagreement between **us** and **you** over how much **we** should pay, an arbitrator may be appointed to settle the dispute.

We and **you** must both agree to the choice of arbitrator.

The arbitrator must have made a decision before **you** can take any further action against **us**.

10) Tax

In addition to the premium **you** will pay to **us** any tax due on the premium which **we** are required to collect in accordance with current legislation.

11) Choice of law

Unless **we** agree otherwise this policy will be governed by English law.

12) 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.

13) Data Protection Act 1998

It is agreed by **you** that any information provided to **us** regarding **you**, for the purpose of accepting cover and handling any claims, may, if necessary, be divulged to third parties, provided that it is processed by **us** 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** should do the following.

- 1) As soon as possible and in any event not later than 7 days after the incident, **you** should advise **us** of a potential claim.
- 2) At **your** own expense and within 30 days of the incident, **you** should complete and send to **us** a claim form, together with any additional documents, details or particulars **we** reasonably require.
- 3) **You** should notify the police immediately if the **property** is lost, stolen or damaged by malicious persons.
- 4) **You** should take all reasonable steps to reduce or avoid the claim.

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- b) the cost of replacement after allowance for wear, tear and depreciation.

We 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 B

This section does not cover

- 1) loss or damage due to any 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 **property** by deception.
- 4) loss or damage resulting in staining of the **property** 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 with them.
- 6) scratching or denting, unless it affects the normal operation of the **property**.
- 7) loss or damage caused by animals.

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 policy, **you** should firstly contact

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

Tel No: 01476 591104

and thereafter the insurer

**Amlin UK Amlin House Parkway
Chelmsford CM2 0UR**

Tel No: 01245 396396

If **you** remain dissatisfied, **you** may then refer the matter to Policyholder & Market Assistance at Lloyd's by contacting

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

Tel: 020 7327 5693 Fax: 020 7327 5225

Email: complaints@lloyds.com

Finally, if **your** complaint remains unresolved by the above, 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.

Should you require this document in a larger format please
email enquiries@premiercare.info or call
01476 591104

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Tel: 01476 591104 Fax: 01476 591543

www.premiercare.info

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