



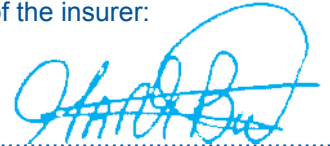
PREMIER CARE IN-HOME WARRANTY

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

Breakdown	accidental mechanical or electrical breakdown
Damage	loss destruction or damage
the Insurer	Lloyd's syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin Insurance Services
Period of Insurance	period of insurance stated in the Schedule or any subsequent period for which You pay and Insurer's accept premium
Property	equipment described in the Schedule belonging to You or for which You are legally responsible
Schedule	most recent schedule issued to You by Insurers
You/Your/Yourself	insured person named in the Schedule

POLICY EXCLUSIONS

- (1) 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

SECTION A - WARRANTY

In the event of Breakdown of the Property arising during the Period of Insurance and occurring within the private dwelling occupied by You at the Address stated in the Schedule, the Insurer will repair or replace the Property in accordance with the Basis of Settlement.

BASIS OF SETTLEMENT

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

- (1) For equipment purchased new and less than 3 years old
At its option, the cost of repair to or replacement of the equipment 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 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.

EXCLUSIONS TO SECTION A

- (1) This Policy excludes any Breakdown incurred;
 - (a) during the manufacturers', suppliers' or any other warranty or guarantee period
 - (b) in respect of, or as a result of, any Property, or part thereof, that is the subject of a manufacturers' recall or modification
 - (c) whilst the Property is used for commercial or other non-domestic purposes
 - (d) in respect of, or as a result of, routine maintenance, servicing, cleaning, overhaul or modification
 - (e) where no fault is found with the Property.
- (2) This Policy excludes Breakdown as a result of;
 - (a) any means external to the Property, 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) disregard of the manufacturers' operating or user maintenance instructions
 - (e) modification or servicing not in accordance with manufacturers' instructions
 - (f) incorrect installation, modification or maintenance of electricity supplies used to provide power to the Property
 - (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 Property.
- (3) This Policy shall not apply;
 - (a) 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, stairlift tracking or stairlift trailing cables
 - (b) for more than one repair to (or replacement of) any one part of the Property
 - (c) to Breakdown where the fault was evident during the manufacturers' warranty period, or before commencement of this Policy.
 - (d) to breakdown where the fault was evident during the manufacturer's warranty period or before commencement of the policy.

SECTION B - ACCIDENTAL 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 private dwelling occupied by You at the Address stated in the Schedule, the insurer will repair or replace the Property in accordance with the Basis of Settlement.

BASIS OF SETTLEMENT

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

- (1) For equipment purchased new and less than 3 years old
At its option, the cost of repair to or replacement of the equipment 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 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.

EXCLUSIONS TO SECTION B

This Section does not cover;

- (1) 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 Property by deception
- (4) 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 therewith
- (6) scratching or denting, unless such damage affects the normal operation of the Property
- (7) damage caused by animals.

POLICY CONDITIONS

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.

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.

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.

PRECAUTIONS

You shall take reasonable precautions to safeguard the Property against Breakdown or Damage and maintain the Property in a sound and safe working condition.

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, but for the Insurer's benefit to recover any payment made to You or on Your behalf.

ANNUAL MAINTENANCE

A professional mobility equipment dealer should service the Property in accordance with manufacturer's recommendations at least once a year.

OTHER INSURANCE

If, at the time of any incident resulting in Breakdown or Damage 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 its rateable proportion of the total payment made for such incident.

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.

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.

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.

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.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or company who is 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.

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 the Insurer reasonably requires
- (4) take all reasonable steps to diminish or avoid the claim
- (5) not authorise repair or replacement of the Property without the Insurer's prior agreement.

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 Lincolnshire NG31 7JX

Telephone: 01476 593887

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

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

If your complaint remains unresolved, 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