



Scooter & Powerchair Standard Insurance Policy

SCHEDULE

All information supplied by **you** in connection with this insurance forms part of the contract between **you** and **us**.
In return for payment by **you** of the premium required **we** will provide the insurance described in this policy.

Policy number:

Insured person:

Address:

Mobility equipment:

Make:

Model:

Sum insured:

Premium:

Insurance premium tax (IPT):

Premium (including IPT):

Period of insurance

From:

To:

Date of issue:



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.

Geographical limits	United Kingdom, the Channel Islands and the Isle of Man and worldwide (subject to prior notification to us) for up to 30 days in any one period of insurance .
Period of insurance	Period of insurance stated in the schedule or any subsequent period for which you pay and we accept the premium.
Property	Mobility equipment (including fixed accessories) described in the schedule belonging to you or for which you are legally responsible and normally kept at the address shown in the schedule .
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/yourself	Insured person named in the schedule .

Policy exclusions

- 1) **General**

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.
- 2) **Use of the property**

This policy does not cover **you** for any claim whilst the **property** is

 - a) being used for racing, pace making or time or reliability trials in any organised sporting event or whilst practising for any of them.
 - b) being used by any person other than **you**.
 - c) carrying passengers.

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 insurance will not apply and **we** will not pay any claim.
- 4) **Precautions**

You shall take reasonable precautions to protect the **property** against loss or damage, maintain it in a sound and safe working condition and not use it in any way contrary to the operations manual.
- 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** have paid or may become liable to pay. **You** must give **us** all the assistance **we** may reasonably require to do this.
- 6) **Other insurance**

If, at the time of any incident which results in loss, damage, legal liability or costs and expenses, there is any other insurance 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.
- 7) **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 insurance** **you** have not used.
You may cancel this policy at any time and **we** will refund part of the premium for the **period of insurance** **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 insurance**.

- 8) **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**.
- 9) **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.
- 10) **Choice of law**

Unless **we** agree otherwise, this insurance will be governed by English law.
- 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 **us** regarding **you**, for the purpose of accepting this insurance 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 loss, damage, liability, costs or expenses.
- 5) **You** must not authorise repair or replacement of the **property** without getting **our** agreement first.
- 6) **You** should send to **us** immediately on receipt and unanswered any letter, claim, writ, summons or process.
- 7) **You** should not negotiate with, make any admission of liability or offer or promise payment to anybody else without **our** written consent.

If **you** need to notify **us** 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 591104

Section A - Accidental damage

In the event of loss or damage as a result of any accidental cause to the **property** arising during the **period of insurance** and occurring within the **geographical limits** **we** will repair or replace the **property** in accordance with the basis of settlement.

Basis of settlement

In the event of loss or damage **we** will pay the following.

- 1) In respect of **property** purchased new and less than 2 years old, at **our** 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) In respect of **property** more than 2 years old, or purchased by **you** second hand, at **our** option
 - a) the cost of repair or the value of the **property** after allowance for wear, tear and depreciation whichever is the lesser; or
 - b) the cost of replacement after allowance for wear, tear and depreciation.
- 3) 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, **we** will pay **you** the value of the **property** at the time of loss or damage.

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 A

This section does not cover

- 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 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) loss or damage whilst the **property** is in the possession or control of airport authorities or baggage handlers or is on an aircraft.
- 3) loss of or damage to tyres by application of brakes or by punctures, cuts or bursts.
- 4) any unexplained loss or damage.
- 5) loss or damage by theft or malicious persons
 - a) where the **property** is obtained by deception.
 - b) of or to accessories, unless the **property** is stolen at the same time.
 - c) occurring whilst the **property** is left unattended, unless the starter key has been removed from the vicinity of the **property**.
 - d) where the **property** is stored overnight in an unattended motor vehicle, unless such vehicle is parked in a locked and secure building.
 - e) of or to **property** that has not been driven by **you** 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.
- 6) loss or damage by theft or malicious persons or by any other cause whatsoever of or to **property** left
 - a) for more than 12 hours; or
 - b) overnight
 since it was last driven by **you**, unless stored in a locked and secure building.

Extensions to Section A

- 1) **'Get you home'**
We will pay for the reasonable costs incurred by **you** in returning to **your** home address, or any premises where **you** are temporarily living, following breakdown or insured loss of or damage to the **property**. However, this extension shall not apply
 - a) if **your** return journey is more than 50 miles;
 - b) following loss of or damage to tyres (including punctures or bursts) or battery failure (including loss of charge); or
 - c) if three previous claims have been paid under this extension in any one 12 month period.

If, in the event of an incident insured by this 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 **we** will pay is £100.

2) Loss of keys

If, whilst using the **property** away from **your** home address, **you** should lose its starter key(s), **we** 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**; and
- 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 the **property** yourself.

Our liability for any one claim shall not exceed £50 and **we** shall not be liable to pay more than two claims in any one **period of insurance**.

3) Personal accident

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 bodily injury caused by the same event that results within 12 months in

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

we will pay a benefit of £1,000 to **you** or **your** legal representatives.

4) 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, **we** will pay **you** up to £100.

5) 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 loss or damage insured by this section, provided **you** have told **us** and **we** have agreed to accept.

6) Hire costs

In the event of a valid claim under this section requiring repair or replacement of the **property** **we** will pay for the cost of hiring similar mobility equipment. However, **we** will not pay

- a) more than £5 per day;
- b) more than £100 in any one **period of insurance**; or
- c) for the first 7 days' hire charges.

7) Hospitalisation benefit

We will pay up to £5 per day for additional expenses incurred by **you** following hospitalisation as the direct result of loss of or damage to the **property** for which a valid claim has been paid. However, **we** will not pay

- a) more than £125 in any one **period of insurance**; or
- b) for the first 7 days of hospitalisation.

8) Mugging benefit

In the event that **you** are mugged whilst using the **property** **we** 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.

We shall not be liable for loss of money, stamps, tickets, documents or securities.

Section B - Personal liability

This is a 'claims made' insurance, which means that cover will apply only to claims first notified to **you** during the **period of insurance**.

We 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 **your** ownership, possession or use of the **property**; and
- 2) all costs and expenses arising in connection with paragraph 1) incurred with **our** consent.

Our liability for all compensation and costs and expenses arising out of 1) and 2) shall not exceed £2,000,000 in any one **period of insurance**.

Exclusions to Section B

This section does not cover liability arising from the following.

- 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 before the inception date 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 **you** 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** arising out of **your** ownership, possession or use of the **property**, **we** will pay **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; or
 - b) after the inception of this policy;
- 3) **we** are entitled to take over and prosecute for **our** own benefit any claim against any other party and **you** shall give **us** all information and assistance that **we** reasonably require.

Our liability 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 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

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