



Scooter & Powerchair 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"/>
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.
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 cover .
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/yourself	Insured person named in the schedule .

Insuring clause

In the event of **breakdown** of the **property** arising during the **period of cover** 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 **breakdown we** will pay in respect of **property**

- 1) purchased new and less than 3 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) more than 3 years old or purchased by **you** second hand, at **our** option either
 - 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.

We shall not be liable to pay more than the sum insured stated in the **schedule** in respect of any claim for the **property**.

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.
- 2) This policy shall not cover **you** for any claim resulting from racing, pace making, time or reliability trials in any organised sporting event or whilst practising for any of them.
- 3) This policy excludes any **breakdown** incurred
 - a) during the manufacturer's, supplier's or any other warranty or guarantee period.
 - b) where any **property** or any of its parts are the subject of a manufacturer's 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**.
- 4) 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 manufacturer's operating or user maintenance instructions.
- e) modification or servicing not in accordance with the manufacturer's instructions.
- f) gaining access to or working upon the **property**.

- 5) This policy shall not apply
 - a) for the cost of repairs performed outside the United Kingdom, the Channel Islands or the Isle of Man, unless **we** have agreed to this first.
 - b) in respect of plugs, fuses, springs, batteries, off board battery chargers, light bulbs, light covers, paintwork, trim, cables, filters, attachments, tyres, inner tubes, brake linings, wing mirrors, seat covers, framework, bodywork or external accessories.
 - c) for more than one repair to, or replacement of, any one part of the **property**.
 - d) to **breakdown** where the fault was evident during the manufacturer's warranty period or before commencement of this policy.
- 6) This policy excludes any claim if repair or replacement cannot be carried out because any part or component is out of production and no longer available. In this event, the policy will be cancelled with immediate effect and **you** will be allowed a return of premium on the following basis.
 - a) Where the current **period of cover** is for 12 months or less **we** will give **you** a full return of premium paid.
 - b) Where the **period of cover** is for longer than 12 months **we** will refund to **you** part of the premium equivalent to the unexpired **period of cover**, with a minimum refund of at least 12 months' premium.
 - c) If **we** have paid a claim during the current **period of cover we** will refund to **you** part of the premium equivalent to the unexpired **period of cover** and not as stated above.

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** and maintain it in a sound and safe working condition and not use it in any way contrary to the operations manual.

5) 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.

6) 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.

7) Other cover

If, at the time of any incident which results in **breakdown**, 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 take all reasonable steps to reduce or avoid **breakdown**.
- 4) **You** must not authorise repair or replacement of the **property** without getting **our** agreement first.

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 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 policy, **you** should firstly contact

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

Tel No: 01476 593887

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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