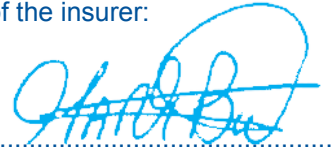


## POLICY SCHEDULE

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

<b>Policy Number:</b>	<input type="text"/>
<b>Insured Person:</b>	<input type="text"/>
<b>Address:</b>	<input type="text"/>
<b>Mobility Equipment:</b>	<b>Make:</b> <input type="text"/>
	<b>Model:</b> <input type="text"/>
<b>Sum Insured:</b>	<input type="text"/>
<b>Premium:</b>	<input type="text"/>
<b>Insurance Premium Tax (IPT):</b>	<input type="text"/>
<b>Premium (including IPT):</b>	<input type="text"/>
<b>Period of Insurance</b>	<b>From:</b> <input type="text"/>
	<b>To:</b> <input type="text"/>
<b>Date of Issue:</b>	<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>Breakdown</b>	mechanical or electrical breakdown
<b>Geographical Limit</b>	United Kingdom the Channel Islands and the Isle of Man and worldwide (subject to prior notification to insurers) 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 Insurers
<b>You/Your/Yourself</b>	insured person named in the Schedule

## INSURING CLAUSE

In the event of Breakdown of the Property arising during the Period of Insurance and occurring within the Geographical Limits the Insurer will pay an amount to You calculated 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.

## 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
- (2) This Policy excludes any claim resulting from racing pace making time or reliability trials in any organised sporting event or whilst practicing 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) in respect or as a result of any Property or part thereof that is the subject of a manufacturer's recall or modification
  - (c) if the Property is or had been used for commercial or other non-domestic purposes
  - (d) in respect 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 any 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 Isle of Man and the Channel Islands, unless prior agreement has been given by the Insurer
- (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 or any other consumables, 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 such 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 Insurance is for 12 months or less, a return of the full premium paid
- (b) where the Period of Insurance is for longer than 12 months, on the basis of pro rata provided that the return premium so calculated shall not be less than the ratio of 12 months to the Period of Insurance. Provided that if the Insurer has paid a claim during the current Period of Insurance, the return of premium allowed will be pro rata to the unexpired Period of Insurance and not as stated above.

## 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 Breakdown and maintain the Property in a sound and safe working condition.

### (5) ANNUAL MAINTENANCE

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

### (6) 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, any claim for indemnity or compensation.

### (7) OTHER INSURANCE

If, at the time of any incident resulting in Breakdown, 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.

### (8) 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

### (9) 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.

### (10) 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.

### (11) 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.

### (12) 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.

### (13) 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 requires
- (3) take all reasonable steps to diminish or avoid the claim
- (4) 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, Lincs  
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**