



Mark Bates Ltd

THE HOME OF PREMIER CARE

Manual Wheelchair Insurance

Policy Wording

Information you have given

In deciding to accept this policy and in setting the terms and premium, **we** have relied upon the information **you** have provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided false or misleading information **we** will treat this policy as if it never existed and refuse to pay all claims. **You** must repay any payments **we** have already made under this policy and **we** will not return the premium to **you**.

If **we** establish that **you** acted carelessly when providing **us** with **your** information, such carelessness could adversely affect this policy and any claim. For example, **we** may

- 1) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- 2) amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- 3) reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- 4) cancel this policy in accordance with the Cancellation condition of this policy.

You will be written to if **we**

- 1) intend to treat **your** policy as if it never existed; or
- 2) need to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as practicable.

**Mark Bates Ltd Premier House Londonthorpe Road
Grantham Lincolnshire NG31 9SN
Telephone: 01476 591104 Email: enquiries@markbatesltd.com**

Mark Bates Ltd underwrite and manage this insurance on behalf of the insurer and act as its agent in performing duties under that agreement.

Policy definitions

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

Computer system	Any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or micro-controller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned, operated by or held in trust by you .
Data	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system .
Geographical limits	United Kingdom, the Channel Islands and the Isle of Man and worldwide for up to 90 days during the period of insurance or if the period of insurance exceeds 12 months, for up to 90 days in any 12 month period.
Period of insurance	Period of insurance stated in the schedule or any subsequent period for which you pay and we accept the premium.
Private dwelling	Self contained living quarters with a private entrance either from outside the building or from a common hall, lobby, vestibule or stairway inside the building.
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	Document outlining your policy.
We/us/our	The insurer named in the schedule .
You/your	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) Communicable disease

Notwithstanding any provision to the contrary, this policy excludes any actual or alleged damage, legal liability, death, injury, illness, costs and expenses - including, but not limited to, any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the **private dwelling** that is/are possibly or actually infected with a **communicable disease** shall not constitute loss or damage, whether physical or otherwise, or give rise to **your** legal liability or any costs or expenses in any way.

For the purpose of this exclusion, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b) the method of transmission includes, but is not limited to, airborne transmission and bodily fluid transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage, injury or illness to human health or human welfare or can cause or threaten damage to or deterioration, loss of value, marketability or loss of use of property.

Provided that where **we** allege that this exclusion applies, then the burden in proving to the contrary lies with **you**.

3) Cyber exclusion

This policy excludes any loss, damage, consequential loss, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with

- a) a **cyber loss**; and
- b) any loss of use, reduction in functionality, erasure, corruption, alteration, repair, replacement, restoration, research, engineering or reproduction of any **data**, including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

Notwithstanding a) and b) above, this policy covers the cost to repair or replace a **computer system**, including any consequential loss, following loss or damage insured under this policy directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, escape of water, accidental damage, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this exclusion:

Cyber act means

- i) one or a series of unauthorised malicious or criminal acts or instructions, regardless of time and place, or the threat or hoax thereof, involving access to or processing, transmission, use or operation of any **data** and/or **computer system**; and
- ii) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network.

Cyber incident means any misuse, error or omission or series of related errors or omissions involving

- i) access to, or the processing, use, operation or availability of, any **data** and/or **computer system** or any reductions in the functionality of, or partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate, any **computer system**; and
- ii) any use of electronic networks, including, but not limited to, the internet and private networks, intranets, extranets, electronic mail, worldwide web, social media and similar medium carried out by **you** or by any person, partnership, firm or company acting for **you** or on **your** behalf.

Cyber loss means any **cyber act** or **cyber incident**, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

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) **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.
- 3) **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.
- 4) **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.
- 5) **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.

6)

Cancellation

- a) **The insurer** may cancel this policy by sending 30 days notice by recorded delivery to **you** at **your** last known address and **the insurer** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.
- b) **You** may cancel this policy at any time and **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph d) below.
- c) If **you** pay **your** premium by monthly direct debit and there is a default in payment, **the insurer** reserves the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of premium or credit charge will be due when cancellation takes place in these circumstances.
- d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

7)

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.

8)

Choice of law

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

9)

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.

10)

General Data Protection Regulation

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 General Data Protection Regulation.

11)

Sanctions

We shall not provide any benefit under this policy to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

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 obtaining **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.

In the event that **we** have made a payment under the policy equivalent to the total value of the **property**, this policy will be deemed to have been fulfilled and will immediately be cancelled with no return of premium.

If **you** need to notify **us** of a claim or any other matter relating to this policy **you** should contact

**Claims Department Mark Bates Ltd Premier House Londonthorpe Road
Grantham Lincolnshire NG31 9SN
Telephone: 01476 514471 Email: claims@markbatesltd.com**

Section A - Accidental damage

In the event of loss or damage as a result of any sudden, unexpected and 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 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.
- 3) In the event that **property** less than 2 years old cannot be repaired or replaced because a 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 or exposure of the **property** to rain, sleet or snow.
- 2) loss of or damage to tyres by application of brakes or by punctures, cuts or bursts.
- 3) loss or damage that cannot be attributed to a specific event.
- 4) loss or damage by theft or malicious persons
 - a) when the **property** is taken away by any person with **your** permission.
 - b) where the **property** is stored overnight in an unattended motor vehicle, unless such vehicle is stored in a locked building or if not so stored
 - i) all doors and other openings are fully closed and all locks engaged;
 - ii) a factory fitted alarm is operational;
 - iii) the **property** is stored in a boot or luggage compartment fully concealed from passers-by; and
 - iv) there is evidence of forcible and violent entry to the vehicle.
- 5) loss of or damage to **property**
 - a) left for more than one hour (but not more than 12 hours or overnight) since it was last driven by **you**, unless
 - i) it is secured to an immovable object by a metal padlock and chain; or
 - ii) it is stored in a locked building or room within the confines of **your private dwelling** or in a locked private dwelling or room where **you** are temporarily residing; or
 - iii) it is stored in a locked communal room within the range of buildings that includes the location of **your private dwelling**, provided that
 - A) the room is utilised solely for the storage of mobility scooters;
 - B) the room is kept locked at all times whilst unattended; and
 - C) **we** will not pay for any claim following theft, unless entry to the room has been achieved by forcible and violent means.
 - b) left for more than 12 hours or overnight since it was last driven by **you**, unless
 - i) it is stored in a locked building or room within the confines of **your private dwelling** or in a locked **private dwelling** or room where **you** are temporarily residing; or
 - ii) it is stored in a locked communal room within the range of buildings that form the address stated in the **schedule**, provided that
 - A) the room is utilised solely for the storage of mobility scooters;
 - B) the room is kept locked at all times whilst unattended; and
 - C) **we** will not pay for any claim following theft, unless entry to the room has been achieved by forcible and violent means.

This exclusion shall not apply to **property** kept in a locked motor vehicle.

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 the 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; or
- b) if two claims have already been paid during the **period of insurance** or if the **period of insurance** exceeds 12 months, if two claims have already been paid during the previous 12 months.

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 £25.

2) Temporary mobility equipment

The description of the **property** shall extend to include any similar mobility equipment whilst on hire or loan, provided that **you** have accepted responsibility for the mobility equipment and it is not otherwise insured.

Our liability under this extension shall not exceed the sum insured stated in the **schedule**.

3) 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; or
- b) more than £50 during the **period of insurance** or if the **period of insurance** exceeds 12 months, more than £50 in any 12 month period.

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 accidental 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.

In addition, **we** will cover any person acting as **your** carer or attendant in accordance with paragraphs 1) and 2) above for liability arising whilst the **property** is in their custody and control with **your** permission, provided that no other insurance in respect of the carer or attendant is in force.

Our liability for all compensation and costs and expenses arising out of 1) and 2) shall not exceed £2,000,000 during the **period of insurance** or if the **period of insurance** exceeds 12 months, shall not exceed £2,000,000 in any 12 month period.

Exclusions to Section B

This section does not cover liability arising from the following.

- 1) Any event occurring outside of the **geographical limits**.
- 2) Accidental 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) Any award of any court outside the United Kingdom, the Channel Islands or the Isle of Man.
- 7) The activities of any carer or attendant who is being paid for such by **you**, or any other person or entity on **your** behalf.

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 accidental 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; and
 - b) after the inception of this policy; and
- 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 during the **period of insurance** or if the **period of insurance** exceeds 12 months, shall not exceed £2,000,000 in any 12 month period.

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.

Any communication with **us** can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd
Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN
Tel No: 01476 593887 Fax: 01476 591543 Email: complaints@markbatesltd.com

If **you** remain dissatisfied **you** may refer the matter to **us** by contacting

The Compliance Officer China Taiping Insurance (UK) Company Limited
2 Finch Lane London EC3V 3NA
Tel:0207 839 1888 Fax:0207 621 1202 E-mail:compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within twenty business days **we** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.

If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service

Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones

Fax: 020 7964 1001 E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **our** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Compensation rights

In the event that we are unable to meet our legal obligations under this insurance you may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk



Mark Bates Ltd

THE HOME OF PREMIER CARE

The Premier Care range includes

- ✓ **Home Employment Insurance**
- ✓ **Scooter & Powerchair Insurance**
- ✓ **In-Home Warranty**
- ✓ **Home Insurance**
- ✓ **Travel Insurance**
- ✓ **Personal Care Assistant Insurance**

For further information or to purchase a policy
please visit markbatesltd.com

t: 01476 591104 f: 01476 591543

e: enquiries@markbatesltd.com

**Should you require this document in a larger format please
email enquiries@markbatesltd.com or call
01476 591104**

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