



Mark Bates Ltd

THE HOME OF PREMIER CARE

In-Home Warranty & Accidental Damage

Policy Wording



Policy definitions

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

Breakdown	Accidental mechanical or electrical breakdown.
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 .
Period of cover	Period of insurance 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	Document outlining your policy.
We/us/our	The insurer named in the schedule .
You/your	Insured person named in the schedule .

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 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 occupied by **you** at the address stated in the **schedule** 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 **you** 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) **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) **Other cover**
If, at the time of any accident resulting in **breakdown**, loss or damage 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.
- 7) **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.
- 8) **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.
- 9) **Choice of law**
Unless **we** agree otherwise, this insurance will be governed by English law.
- 10) **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.
- 11) **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.
- 12) **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 the claim.
- 5) **You** must not authorise repair or replacement of the **property** without obtaining **our** agreement first.

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 - Warranty

In the event of **breakdown** of the **property** arising during the **period of cover** and occurring within the private dwelling occupied by **you** at the address stated in the **schedule** 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**.

Exclusions to Section A

- 1) This policy excludes any **breakdown** incurred
 - a) during the manufacturer's, supplier's or any other warranty or guarantee period.
 - b) where any equipment 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**.
- 2) 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) corrosion, rust, contamination, latent defect, defective workmanship or misuse.
 - c) strikes or industrial action.
 - d) disregard of the manufacture's operating or user maintenance instructions.
 - e) modification or servicing not in accordance with the manufacturer's 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, electric motor brushes, batteries, light bulbs, light covers, paintwork, trim, cables, filters, attachments, seat covers, framework, bodywork or external accessories.
 - b) for more than one repair to, or replacement of, any one part of the **property** before 12 months of that repair or replacement has elapsed.
 - c) to **breakdown** where the fault was evident during the manufacturer's warranty period or before commencement of this policy.

- 4) 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.

Section B - 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 cover** and occurring within the private dwelling occupied by **you** at the address stated in the **schedule** **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 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**.

Exclusions to Section B

This section does not cover

- 1) loss or damage due to any 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) **property** taken away by any person with **your** permission.
- 4) loss or damage that cannot be attributed to a specific event.
- 5) burns or scorching caused by cigarettes, cigars or tobacco pipes or lighted materials used in connection with them.
- 6) scratching or denting, unless it affects the normal operation of the **property**.
- 7) loss or damage caused by animals.

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

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**
- ✓ **Manual Wheelchair Insurance**
- ✓ **Scooter & Powerchair Insurance**
- ✓ **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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