

# Blue Badge

Mobility Insurance



Enabling Your Independence



## Equipment Insurance

Stairlift, Riser Chair, Hoist, Bathlift or Adjustable Bed

Policy Document

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## INTRODUCTION

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In return for payment of **your** premium **we** will provide the insurance cover detailed in this policy subject to the terms, conditions, and limitations shown below or amended in writing by **us** during the **period of insurance**.

**Your** policy is made up of:

- a) this document, which gives details of the insurance cover **you** have bought from **us**;
- b) the schedule, which contains your details, summarises the level of cover and the sections of this document which are included in **your** policy; and
- c) any amendments to the insurance that either **you** or **we** have told the other about.

**You** should read **your** policy carefully to make sure that:

- a) **you** understand the details of the cover;
- b) the policy meets **your** needs; and
- c) the details in the schedule are correct.

**You** should let **us** know as soon as possible if any of these are not true.

Each section in this document is split into:

- a) details of what you are covered for;
- b) details of what you are not covered for; and
- c) the limits of the cover provided.

Each of these only applies to the section in which it appears.

We also include general policy conditions that apply across the whole policy, unless we say otherwise.

**We** have tried to explain the policy as clearly as possible, however if **you** have any questions, please call **us** on 01730 233 101.

## AUTHORISATION AND REGULATION

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This Equipment Insurance is arranged by: Blue Badge Mobility Insurance with UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited and Blue Badge Mobility Insurance are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

## Definitions

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The following words or phrases have the meaning defined below whenever they appear in bold throughout this document.

<b>Accident</b>	An unplanned, unexpected or unusual incident that occurs at a specific time and place
<b>Accidental Damage</b>	Damage that has been caused by an <b>accident</b>

<b>Breakdown</b>	Sudden and unforeseen electrical or mechanical failure
<b>Deliberate Damage</b>	Deliberate damage or vandalism to the <b>equipment</b>
<b>Equipment</b>	The equipment detailed in the schedule
<b>Family</b>	<b>Your</b> relatives, or partner who normally lives with <b>you</b>
<b>Friend</b>	Any person using the <b>equipment</b> with <b>your</b> permission and who is legally allowed to do so
<b>Immovable Object</b>	Any solid object that cannot be moved without damaging or destroying it
<b>Insured Event</b>	Loss or damage to the equipment that is caused by <b>accidental damage</b> , <b>deliberate damage</b> or because of natural causes (eg fire flood storm) or theft
<b>Period of Insurance</b>	The time from the start date shown on your schedule and: <ul style="list-style-type: none"><li>• the end date shown in the schedule; or</li><li>• the data on which you or we cancel the policy; or</li><li>• the date we pay a claim for <b>Total Loss</b></li></ul> whichever is earlier
<b>Total Loss</b>	Loss of or Damage to the equipment caused by an <b>insured event</b> where the costs or repair are more than the insured value of the equipment
<b>We/Us/Our/Insurer</b>	UK General Insurance Ltd on behalf of Great Lakes Insurance SE.
<b>You/Your</b>	The person shown in the schedule as the Insured. If <b>you</b> die or become incapable of managing <b>your</b> financial affairs, we will treat <b>your</b> executors as <b>you</b> for the purposes of any legal responsibility that may arise

## Section 1 – LOSS OR DAMAGE

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### A. WHAT ARE **YOU** COVERED FOR?

1. The costs to repair damage to **your equipment** that was caused by an **insured event**.
2. If **your equipment** is lost or stolen **we** will pay the market rate as determined by the claims administrator for replacement equipment of similar make, model and age
3. This cover also applies if **your equipment** being used by a **friend**

### B. WHAT ARE **YOU** NOT COVERED FOR?

1. Damage to **your equipment** that is caused by someone using the **equipment** whilst not legally allowed to do so, either with or without **your** permission
2. Damage to **your equipment** that has been deliberately caused by **you**, a **friend** or **family** member
3. Theft of the **equipment** by a **friend** or **family** member
4. **Damage** to or loss of any accessories unless the **equipment** is lost or damaged at the same time as the **insured event**
5. Theft of the **equipment** whilst unattended for more than 1 hour unless **your equipment** is in a locked building or locked to an **immovable object** by a padlock and chain
6. Damage to the **equipment** whilst left unattended and/or outside for more than 12 hours or overnight
7. Any amount **you** can recover from anyone else or any other policy

8. Any loss of the **equipment** that has not been reported to the police and a crime reference number obtained

C. WHAT ARE THE LIMITS OF THE COVER?

1. The level of cover will depend on the value of the **equipment** and will be detailed in the schedule

## Section 2- Cover outside the UK and during transportation

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A. WHAT ARE **YOU** COVERED FOR?

1. If **you** are using your **equipment** temporarily (up to 30 days) outside the UK, the cover detailed in section 1 remains in place
2. The cover includes loss or damage caused while the **equipment** is being transported and is in the control of someone else (such as baggage handlers)

B. WHAT ARE **YOU** NOT COVERED FOR?

1. The same items identified as not covered in Section 1

C. WHAT ARE THE LIMITS OF THE COVER?

1. The limits of what **we** will pay under this section are the same as would be payable under section 1 except;
2. The amount **we** will pay for loss or damage while **your equipment** is being transported is the difference between what **you** can claim from the third party and the amount of the claim if there were no third party involved

## SECTION 3 - MECHANICAL OR ELECTRICAL BREAKDOWN

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A. WHAT ARE **YOU** COVERED FOR?

1. Repair to maintain the **equipment's** functionality following **breakdown** of the **equipment** during the **Period of insurance**
2. Cover includes charges for callout of appropriately skilled person to repair the **equipment** and all labour and parts required in the repair

B. WHAT ARE **YOU** NOT COVERED FOR?

1. If **your** equipment is over 5 years old at the time of the claim
2. Any claim within 45 days of the start date shown in the schedule, if the manufacturer's warranty has expired at the start date shown in the policy
3. Servicing and maintenance costs of any kind
4. **Accidental Damage** of any kind
5. Any cost to replace consumable items such as batteries, fuses, light bulbs etc
6. Loss or damage to external accessories, bodywork, tracking or cables
7. Any claim that is covered by a manufacturer's warranty or recoverable from any other person, policy or guarantee
8. Any claim relating to defects in manufacturing process
9. Any claim relating to manufacturer's failure to comply with requirements of CE marking and

regulatory controls

10. Any claim relating to loss or damage caused by lack of information or technical data from the manufacturer
11. Tyre damage of any kind
12. Any claim where the fault was known during the period of manufacturer's warranty and/or was known prior to the start date stated in the schedule
13. Any claim where the repairer can find no fault on the **equipment**

#### C. WHAT ARE THE LIMITS OF THE COVER?

1. The level of cover will depend on the value of the **equipment** and will be detailed in the schedule

### General exclusions to all sections

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#### A. WHAT ARE **YOU** NOT COVERED FOR?

1. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
2. Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
3. Loss or damage of electronic data from any cause whatsoever
4. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
5. Any loss or damage to **your equipment** caused by faulty maintenance or modifications not carried out by an authorised dealer
6. Loss of or damage to items **you** have insured elsewhere
7. Damage to the property or contents of **your** normal place of residence
8. Damage to **your equipment** that is through normal wear and tear
9. Damage to **your equipment** that is caused by negligence or misuse on the part of **you, your friend** or **family** member
10. Any claim that is caused by the use of accessories that have not been approved by the manufacturer
11. Any repairs carried out by a repairer not approved by **us**
12. Increase in repair costs as a result of the need to fit non-identical replacement parts
13. Costs resulting from **your** inability to use the **equipment** for any period of time
14. Costs relating to the loss of use of the **equipment**
15. Any other costs that are directly or indirectly caused by the **insured event** unless specifically covered in this policy

## Claims

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If **You** wish to make a claim please contact **us** on

Tel: 0344 893 1022

Email: [mobilityclaims@ryandirectgroup.co.uk](mailto:mobilityclaims@ryandirectgroup.co.uk)

Post: Specialist Claims – PO Box 1192, Doncaster, DN1 9PU.

If **you** need to claim under any section of this policy, **you** must tell **us** as soon as possible and not later than 30 days after any possible incident likely to result in a claim.

If **you** do not let **us** know within 30 days and this affects **our** ability to confirm your claim, unless there are exceptional circumstances, we will not pay for that claim.

If any legal responsibility under this insurance is covered by any other insurance policy, **we** will not pay more than **our** share of the claim.

Following a claim, **we** are entitled to take over and enforce any rights in **your** name against any other person for **our** own benefit. **We** will pay any costs involved in this to recover any payment **we** have made under this policy.

UK General Insurance Ltd is an insurer's agent and in the matters of a claim act on behalf of Great Lakes Reinsurance SE.

## GENERAL CONDITIONS

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### A. CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew your policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or may not pay any claim in full.

### B. GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

**Your** policy is written in English and **we** will communicate with **you** in English.

### C. YOUR DUTY

**You** must maintain the **equipment** in good condition and take all precautions to prevent accidents, injury, loss or **damage**. You must use and maintain the **equipment** according to the manufacturer's instructions.

#### D. DATA PROTECTION

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

**You** have the right to receive a copy of any of **your** information we hold. If **you** ask **us**, **we** will ask for the information on **your** behalf. You may have to pay a small fee for each company from whom **you** ask information.

#### E. FRAUDULENT CLAIMS/FRAUD

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

1. fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
2. fails to reveal or hides a fact likely to influence the cover **we** provide;
3. makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
4. sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
5. makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
6. makes a claim for any loss or damage you caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

#### F. CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to the Blue Badge Mobility Insurance within 14 days of issue or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days **you** will be entitled to a pro-rata return of premium.

We may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behavior
4. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.



#### G. CARING FOR CUSTOMERS – COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

##### **SALE OF THE POLICY**

Please contact Blue Badge Mobility Insurance who arranged the Insurance on **your** behalf.

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, **your** agent will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

##### **CLAIMS**

Customer relations  
PO Box 1193  
Doncaster  
DN1 9PW  
Tel: 0344 893 1022

Email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk)

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 05676.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
Docklands  
London  
E14 9SR.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

#### H. FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).