

Blue Badge

Mobility Insurance



Enabling Your Independence



Mechanical Breakdown Insurance

Mobility Scooter or Powerchair

Policy Document

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Introduction

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 Blue Badge Mobility Insurance on 01730 233 101.

Authorisation and regulation

This insurance is arranged by Blue Badge Mobility Insurance & underwritten by 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.

Blue Badge Mobility Insurance and UK General Insurance Limited 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

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

Accident An unplanned, unexpected or unusual incident that occurs at a specific time and place.

Accidental damage	Damage that has been caused by an accident .
Breakdown	Sudden electrical or mechanical failure.
Family	Your relatives, or partner who normally lives with you .
Friend	Any person using your scooter or wheelchair with your permission and who is legally allowed to do so.
Period of Insurance	The time from the start date shown on your schedule and: <ul style="list-style-type: none">• the end date shown in the schedule; or• the date on which you or we cancel the policy; or• the date we pay a claim for Total Loss whichever is earlier.
Personal belongings	Items you own that you normally wear or carry.
Scooter or Wheelchair	The mobility scooter, power chair or wheelchair as detailed in the schedule.
Total loss	Loss of or Damage to the scooter or wheelchair where the costs to repair are more than the insured value of the scooter or wheelchair .
We/Us/Our/Insurer	UK General Insurance Ltd on behalf of Great Lakes Insurance SE.
You/Your	The person shown in the schedule as the Policyholder. If you die or become incapable of managing your financial affairs, we will treat your executors as you for the purposes of any legal responsibility that may arise.

MECHANICAL OR ELECTRICAL BREAKDOWN

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

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

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

1. If **your scooter or wheelchair** is over 5 years old at the inception of the policy
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 **your scooter or wheelchair**

C. WHAT ARE THE LIMITS OF THE COVER?

1. The level of cover will depend on the value of **your scooter or wheelchair** and will be detailed in the schedule

General exclusions to all sections

D. WHAT ARE YOU NOT COVERED FOR?

1. Loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities
2. Loss or damage to any property resulting or arising from any **Consequential Loss**, legal liability directly, or indirectly caused by, or contributed to by, or arising from:
 - a. Ionising radiations or contamination by radioactivity
 - b. The radioactive or other hazardous properties of any explosive nuclear assembly or components
3. Loss or damage of electronic data from any cause whatsoever
4. Any claim outside the United Kingdom, Channel Islands and Isle of Man
5. Any loss or damage to **your scooter or wheelchair** 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 scooter or wheelchair** that is through normal wear and tear
- 9. Damage to your scooter or wheelchair** 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 **your scooter or wheelchair** for any period of time
14. Costs relating to the loss of use of the **scooter or wheelchair**
15. 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.
16. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
17. 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.
18. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Claims

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

Tel: 0344 893 1022

Email: 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 Insurance SE.

General conditions

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 **we** may not pay any claim in full.

B. 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.

C. 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.

D. YOUR DUTY

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

E. 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.

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.

Thereafter **you** may cancel the insurance cover at any time by informing Blue Badge Mobility Insurance, however no refund of premium will be payable.

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 behaviour
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 third working day, Blue Badge Mobility Insurance 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

CLAIMS

Customer Relations,

Direct Group, PO Box 1193, Doncaster. DN1 9PW

Tel: 0344 893 1022

Email: 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. Financial Services Compensation Scheme

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.