

Blue Badge

Mobility Insurance



Enabling Your Independence



Equipment Insurance

Stairlift, Riser Chair, Hoist, Bathlift or Adjustable Bed

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 **us** on 01730 233 101.

AUTHORISATION AND REGULATION

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

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 and unforeseen electrical or mechanical failure
Deliberate Damage	Deliberate damage or vandalism to the equipment
Equipment	The equipment detailed in the schedule
Family	Your relatives, or partner who normally lives with you
Friend	Any person using the equipment with your permission and who is legally allowed to do so
Immovable Object	Any solid object that cannot be moved without damaging or destroying it
Insured Event	Loss or damage to the equipment that is caused by accidental damage , deliberate damage or because of natural causes (eg fire flood storm) or theft
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 data on which you or we cancel the policy; or • the date we pay a claim for Total Loss <p>whichever is earlier</p>
Total Loss	Loss of or Damage to the equipment caused by an insured event where the costs or repair are more than the insured value of the equipment
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 Insured. 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

Section 1 – LOSS OR DAMAGE

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?

4. 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
5. Damage to **your equipment** that has been deliberately caused by **you**, a **friend** or **family** member
6. Theft of the **equipment** by a **friend** or **family** member
7. **Damage** to or loss of any accessories unless the **equipment** is lost or damaged at the same time as the **insured event**
8. 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
9. Damage to the **equipment** whilst left unattended and/or outside for more than 12 hours or overnight
10. Any amount **you** can recover from anyone else or any other policy

11. 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

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

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

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 terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
3. 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.
4. 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.

5. Any loss or damage to **your equipment** caused by faulty maintenance or modifications not carried out by an authorised dealer
3. Loss of or damage to items **you** have insured elsewhere
4. Damage to the property or contents of **your** normal place of residence
5. Damage to **your equipment** that is through normal wear and tear
6. Damage to **your equipment** that is caused by negligence or misuse on the part of **you, your friend or family** member

7. Any claim that is caused by the use of accessories that have not been approved by the manufacturer
8. Any repairs carried out by a repairer not approved by **us**
9. Increase in repair costs as a result of the need to fit non-identical replacement parts
10. Costs resulting from **your** inability to use the **equipment** for any period of time
11. Costs relating to the loss of use of the **equipment**
12. Any other costs that are directly or indirectly caused by the **insured event** unless specifically covered in this policy

Claims

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

Tel: 01912588133

Email: BluebadgeMobilityInsuranceClaims@MBGinsurance.com

Post: Specialist Claims – Blue Badge Mobility Insurance Claims Department, Cobalt Business Exchange, Cobalt Park Way, Wallsend NE28 9NZ.

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

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.

If **you** become aware that information **you** have given Blue Badge Mobility insurance is inaccurate or has changed, **you** must inform them as soon as possible.

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 UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

D. BLUE BADGE MOBILITY INSURANCE - USE OF PERSONAL DATA

Blue Badge Mobility Insurance is the Data Controller. We will use your personal information to:

- Assess and provide the products or services that you have requested
- Communicate with you in relation to servicing and administering your product
- Develop new products and services
- Undertake statistical analysis to help us improve our services and products
- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance for these products or services
- Notify you of important changes to products and functionality changes to our websites

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is contained in our Fair Processing Notice, full details of which can be found at www.bluebadgemobilityinsurance.co.uk/FPN. This explains who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, details can be obtained by contacting us at The Data Protection Officer, No 7 Ridgeway Office Park, Bedford Road, Petersfield, Hampshire, GU32 3QF, Telephone number: 01730 233 101, Email: Support@BlueBadgeMobilityInsurance.co.uk

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;
6. makes a claim for any loss or damage you caused deliberately or with **your** knowledge; or
7. 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 Blue Badge Mobility insurance within 14 days from the day of purchase 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, Blue Badge Mobility insurance will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing Blue Badge Mobility insurance however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and 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:

- a) Where **we** reasonably suspect fraud

- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions Blue Badge Mobility insurance asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided Blue Badge Mobility insurance with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

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

CLAIMS

Blue Badge Mobility Insurance Claims Department

Cobalt Business Exchange

Cobalt Park Way

Wallsend NE28 9NZ

Tel: 01912588133

Email: BluebadgeMobilityInsuranceClaims@MBGinsurance.com

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.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

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 their 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.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.