

Blue Badge

Mobility Insurance



Enabling Your Independence



Mobility Insurance

Mobility Scooter, Powerchair, Manual Wheelchair or Adapted Trike

Policy Document

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INTRODUCTION

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

Your policy also includes general conditions that apply across the whole policy, unless stated otherwise.

We/ your insurer 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 mobility scooter or wheelchair Insurance is underwritten by Ageas Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

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

DEFINITIONS

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

Accident	An unplanned, unexpected and unintentional incident that occurs at a specific time and place during the period of insurance .
Accidental damage	Sudden and unexpected damage, occurring at a specific time during the period of insurance and caused by external means.
Claims Administrator	Davies Group Ltd for sections 1–10 and 12-13 or National Breakdown for section 11.
Enabling device	Any device (electronic or not) that is required to operate the scooter or wheelchair , the removal of which renders the scooter or wheelchair inoperable.
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.

Home	The private dwelling shown on your policy schedule
Immovable object	Any solid object that cannot be moved without damaging or destroying it.
Insured event	Loss or damage to your scooter or wheelchair caused by accidental damage , or as a result of natural causes (e.g. fire flood storm), or theft or the accidental loss or theft of, or accidental damage to, any insured key(s) .
Insured key(s)	A key to any external door to your home , or mobility scooter including electronic key fobs and immobiliser keys.
Insurer	Ageas Insurance Limited
Period of insurance	The time from the start date shown on your policy schedule and: <ul style="list-style-type: none"> • the end date shown in the policy schedule; or • the date on which you or we/ your insurer cancel the policy; or • the date your Claims Administrator/ insurer pays a claim for total loss whichever is earlier.
Personal belongings	Items you own that you normally wear or carry.
Puncture(s)	Unexpected deflation of a tyre(s) on a scooter or wheelchair
Scooter or wheelchair	The mobility scooter or, power chair, manual wheelchair or disability adapted tricycle as detailed in the policy schedule
Total loss	Loss of or accidental damage to the mobility scooter or wheelchair caused by an insured event where the costs or repair are more than the insured value of the scooter or wheelchair .
Vehicle	A car or motorcycle registered in your name
We/us/our	Blue Badge Mobility Insurance
You/your	The person shown in the policy schedule as the Insured. If you die or become incapable of managing your financial affairs, we/ your Claims Administrator/ insurer will treat your executors as you for the purposes of any legal responsibility that may arise.

SECTION 1 – LIABILITY FOR AN ACCIDENT

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

1. If while using **your scooter or wheelchair**, **you** or a **friend** cause an **accident** which results in an injury to someone else or which results in damage to someone else's property **your insurer** will cover **your** legal responsibility

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

1. If **you** or a **friend** have another insurance policy in place that provides this cover
2. Any **accident** that occurs in North America or Canada
3. Any accidental injury to someone **you** employ
4. Anyone who is travelling on **your scooter or wheelchair** as a passenger
5. Any **accident** that is as a result of **your scooter or wheelchair** being used to carry out any business related activities
6. Any **accident** caused by someone using the **scooter or wheelchair** without **your** permission, or someone who is not legally allowed to use the **scooter or wheelchair** either with or without **your** permission

7. Any liability arising out of incorrect or inadequate advice given by **you** or on **your** behalf

C. WHAT ARE THE LIMITS OF THE COVER?

1. For a single specific **accident**, under this section, **your Claims Administrator** will not pay more than £2,000,000
2. An excess of £250 will apply to any claim under this section

SECTION 2 - LOSS OR ACCIDENTAL DAMAGE

A. WHAT ARE YOU COVERED FOR?

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

B. WHAT ARE YOU NOT COVERED FOR?

1. **Accidental damage** to **your scooter or wheelchair** that is caused by someone using the **scooter or wheelchair** whilst not legally allowed to do so, either with or without **your** permission (Not applicable if the scooter has been stolen)
2. **Accidental damage** to **your scooter or wheelchair** that has been deliberately caused by **you**, a **friend** or **family** member
3. Theft of **your scooter or wheelchair** by a **friend** or **family** member
4. Theft of **your scooter or wheelchair** if unattended and the keys or **enabling device** are left with the **scooter or wheelchair**.
5. **Accidental damage** to or loss of any accessories unless the **scooter or wheelchair** is lost or **accidentally damaged** at the same time as the **insured event**
6. Theft of **your scooter or wheelchair** whilst unattended for more than 1 hour unless **your scooter or wheelchair** is in a locked building, locked vehicle or locked to an **immovable object** by a padlock and chain
7. **Accidental damage** to **your scooter or wheelchair** whilst left unattended and/or outside for more than 12 hours or overnight
8. Puncture repairs unless as a result of the **insured event**
9. Mechanical or electrical repairs unless as a result of the **insured event**
10. Any amount **you** can recover from anyone else or any other policy
11. Theft of **your scooter or wheelchair** 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 **your scooter or wheelchair** and will be detailed in the policy schedule
2. An excess of £50 will apply to any claim under this section

SECTION 3 – TEMPORARY USE - COVER IS ONLY OPERATIVE IF SHOWN AS COVERED ON YOUR POLICY SCHEDULE

A. WHAT ARE YOU COVERED FOR?

1. If **your scooter or wheelchair** has been stolen, lost or damaged and **you** have temporary use of a **scooter or wheelchair** while **yours** is being repaired or replaced, then the cover under this policy will apply to the loaned item for the period of the loan

B. WHAT ARE YOU NOT COVERED FOR?

1. A loan period of more than 30 days
2. Loss or damage to the loan **scooter or wheelchair** while it is being delivered to **you** or collected from **you**

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 policy schedule
2. The level of cover for the loaned **scooter or wheelchair** will not exceed the original value of **your scooter or wheelchair**

SECTION 4 - NEW-FOR-OLD REPLACEMENT

A. WHAT ARE YOU COVERED FOR?

1. If the cost to repair **your scooter or wheelchair** is over 70% of the value of a new **scooter or wheelchair your Claims Administrator** will replace **your scooter or wheelchair** with a new one of similar make and model, or
2. Alternatively, **your Claims Administrator** may offer to pay the cash amount representing the market price for a new **scooter or wheelchair**

B. WHAT ARE YOU NOT COVERED FOR?

1. New-for-old replacement for any **scooter or wheelchair** that is more than two years old at the time of the claim
2. New-for-old replacement for any **scooter or wheelchair** that has been owned by someone else prior to **you**

C. WHAT ARE THE LIMITS OF THE COVER?

1. The amount **your Claims Administrator** will pay under this section is limited to the value of a new **scooter or wheelchair** of similar make and model to the insured **scooter or wheelchair**

SECTION 5 – INJURY TO YOU OR THE USER

A. WHAT ARE YOU COVERED FOR?

1. **Your Claims Administrator** will pay £3,000 if, as a result of an **accident** involving **your scooter or wheelchair, you** or a **friend** suffer any of the following:
 - a. Death;
 - b. Loss of one or more limbs; or
 - c. Permanent blindness in one or both eyes
2. If the **accident** results in **your** death **your Claims Administrator** will pay the money to the executor of **your** estate

B. WHAT ARE YOU NOT COVERED FOR?

1. Any of the injuries listed that would not have occurred if **you** did not have a pre-existing medical condition
2. Any of the injuries listed that were as a result of an **accident** caused by a pre-existing medical condition
3. Any of the injuries listed that occur over 3 months after the **accident**

C. WHAT ARE THE LIMITS OF THE COVER?

1. The amount **your Claims Administrator** will pay under this section is limited to £3,000

SECTION 6 – LOSS, THEFT OR ACCIDENTAL DAMAGE TO PERSONAL BELONGINGS

A. WHAT ARE YOU COVERED FOR?

1. Loss, theft or **accidental damage** to **personal belongings** that happens at the same time as the loss, theft or **accidental damage** to **your scooter or wheelchair**

B. WHAT ARE YOU NOT COVERED FOR?

1. Loss of money, tickets, stamps, securities or documents of any nature

C. WHAT ARE THE LIMITS OF THE COVER?

1. The amount **your Claims Administrator** will pay under this section is limited to £250 (including VAT)

SECTION 7 – HIRE COSTS

A. WHAT ARE YOU COVERED FOR?

1. If after an **accident**, theft of, or **accidental damage** to **your scooter or wheelchair** you need to hire a replacement **scooter or wheelchair** while **yours** is being repaired or replaced, **we** will pay a daily rate of up to £5 per day towards the cost of the hire

B. WHAT ARE YOU NOT COVERED FOR?

1. Any costs that are not accompanied by a receipt

C. WHAT ARE THE LIMITS OF THE COVER?

1. The amount **your Claims Administrator** will pay under this section is limited to £100 per period of insurance

SECTION 8 - HOSPITAL BENEFIT

A. WHAT ARE YOU COVERED FOR?

1. If as a result of an **accident** involving **your scooter or wheelchair**, **you** or a **friend** are admitted to hospital **your Claims Administrator** will pay £10 per day towards covering personal costs that **you** or **your friend** incur whilst hospitalised

B. WHAT ARE YOU NOT COVERED FOR?

1. Any expenses incurred in the first 7 days spent in hospital after the **insured event**

C. WHAT ARE THE LIMITS OF THE COVER?

1. The amount **your Claims Administrator** will pay under this section is limited to £250 per **period of insurance**

SECTION 9 - PERSONAL ASSAULT

A. WHAT ARE YOU COVERED FOR?

1. If while using **your scooter or wheelchair you** or a **friend** are assaulted **your Claims Administrator** will pay up to £250

B. WHAT ARE YOU NOT COVERED FOR?

1. Any assault that has not been reported to the police and a crime reference number obtained
2. Any assault where the resulting injuries do not require hospital inpatient care
3. Any assault where a doctors report into the injuries has not been obtained

C. WHAT ARE THE LIMITS OF THE COVER?

1. The amount **your Claims Administrator** will pay under this section is limited to £250 for any one incident and in total during the **period of insurance**

SECTION 10- COVER OUTSIDE THE UK AND DURING TRANSPORTATION

A. WHAT ARE YOU COVERED FOR?

1. If **you** are using **your scooter or wheelchair** temporarily (up to 90 days) outside the UK, the cover detailed in sections 1 and 2 remains in place
2. The cover includes loss or **accidental damage** caused while **your scooter or wheelchair** 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 Sections 1 and 2

C. LIMIT OF WHAT WE WILL PAY

1. The limits of what **your Claims Administrator** will pay under this section are the same as would be payable under sections 1 and 2 except;
2. The amount **your Claims Administrator** will pay for loss or **accidental damage** while **your scooter or wheelchair** 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 11 – RECOVERY- COVER IS ONLY OPERATIVE IF SHOWN AS COVERED ON YOUR POLICY SCHEDULE

A. WHAT ARE YOU COVERED FOR?

1. If **your scooter or wheelchair** breaks down, or if after an **insured event your scooter or wheelchair** is unusable, **your Claims Administrator** will provide details of a breakdown recovery service which will recover **your scooter or wheelchair** and return it to **your** chosen destination (within a 20 mile radius of the breakdown).
2. In certain circumstances **you** may not be able to travel to the destination with the breakdown recovery service, in which case **your Claims Administrator** will also reimburse **you** for additional transportation costs, supported by receipts, up to a maximum of £25 per claim.
3. If **you** choose not to use the recovery service, **your Claims Administrator** will refund costs incurred by **you** to get **you** and **your scooter or wheelchair home** subject to the limits shown below.

B. WHAT ARE YOU NOT COVERED FOR?

1. Any costs that are not accompanied by a receipt

2. Any additional costs if the breakdown relates to tyre damage
3. Mechanical or electrical repairs
4. Battery charging or replacement
5. Breakdowns at **home** or within 250 meters of **your home** address.

C. WHAT ARE THE LIMITS OF THE COVER?

1. If not using the recovery service a maximum of £100 per claim and £200 in total during the **period of insurance**
2. For the recovery service a maximum of 4 recoveries per **period of insurance**.

SECTION 12 – LOST, DAMAGED OR STOLEN KEYS - COVER IS ONLY OPERATIVE IF SHOWN AS COVERED ON YOUR POLICY SCHEDULE

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

1. If, during the **period of insurance** and within the UK, an **insured key** is accidentally lost, damaged or stolen, **your Claims Administrator** will pay up to £1,000 (in the aggregate) in respect of:
 - a) Locksmiths charges, new locks (if a security risk has arisen)
 - b) Replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any **insured key(s)** if it cannot be repaired or re-programmed)
 - c) Re-programming of immobilisers, infra-red handsets and alarms which are attached to the **insured key(s)** at the time of the **insured event** but are not integral to an **insured key**.
2. The cover also includes:
 - a) Scooter hire, **your Claims Administrator** will pay a daily rate of up to £5 per day towards the cost of the hire for up to 3 days

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

1. Sums claimed where **you** do not produce receipts or invoices for payments **you** have made;
2. Any claim made in the first 3 days after the **insured key(s)** have been lost (unless the claims **we** are satisfied that a delay would cause undue hardship or significant expense);
3. **Insured key(s)** lost or broken by, or stolen from, someone other than **you**;
4. Any costs other than the replacement of **insured key(s)** where **you** have access to duplicate keys;
5. Any **insured event** not reported to the **claims administrator** within 30 days of the accidental loss, theft or **accidental damage**;
6. Locks which are damaged prior to the accidental loss, theft, or **accidental damage** of **insured key(s)**;
7. Replacement locks or keys of a higher standard or specification than those replaced;
8. Loss or destruction of, or damage to, any property other than an **insured key(s)** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the **insured key(s)**;

C. WHAT ARE THE LIMITS OF THE COVER?

1. Any amount which exceeds £1,000 in total in any one **period of insurance**;
2. Sums exceeding £50 per incident in respect of any **insured key(s)** locked inside a property or broken

in a lock or ignition;

SECTION 13 – PUNCTURE REPAIR - COVER IS ONLY OPERATIVE IF SHOWN AS COVERED ON YOUR POLICY SCHEDULE

A. WHAT ARE YOU COVERED FOR?

1. If **your** scooter or wheelchair suffers a **puncture we** will pay for the repair of the tyre

B. WHAT ARE YOU NOT COVERED FOR?

1. Costs for **punctures** where there is no receipt from the business that carried out the repair

C. LIMIT OF WHAT WE WILL PAY

1. The amount **your Claims Administrator** will pay under this section is limited to £50 per **puncture** and £200 over the **period of insurance**

GENERAL EXCLUSIONS TO ALL SECTIONS

D. 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 claim outside the United Kingdom, Isle of Man or Channels Islands, apart from the cover provided by Section 10
6. Any claim where the person using the **scooter or wheelchair** was under the influence of alcohol or drugs at the time of the incident
7. Any claim that is as a result of using the **scooter or wheelchair** for anything other than day to day mobility use such as but not limited to:
 - a. Sports activities

- b. Business use other than mobility around, or travel to and from, **your** place of work
8. Any claim where the person using the scooter is incapable of doing so safely due to a pre-existing medical condition
9. Any claim where the person using the scooter is unable to meet the governments recommended eyesight requirements (able to read a car's registration number from a distance of 12.3 meters or 40 feet).
10. Any loss or damage to **your scooter or wheelchair** caused by faulty maintenance or modifications not carried out by an authorised dealer
11. Loss of or damage to items **you** have insured elsewhere
12. **Accidental damage** to the property or its contents of **your** normal place of residence
13. **Accidental damage** to **your scooter or wheelchair** that is through normal wear and tear
14. **Accidental damage** to **your scooter or wheelchair** that is caused by negligence or misuse on the part of **you, your friend** or **family** member
15. Any claim that is caused by the use of accessories that have not been approved by the manufacturer
16. Any repairs including **punctures** carried out by a repairer not approved by **us**
17. Increase in repair costs as a result of the need to fit non-identical replacement parts
18. Costs resulting from **your** inability to use **your scooter or wheelchair** for any period of time
19. Costs relating to the loss of use of the **scooter or wheelchair**
20. Any other costs that are directly or indirectly caused by the **insured event** unless specifically covered in this policy

CLAIMS

In order to make a claim please use the contact details below to identify the phone number **you** should call. Alternatively please call Blue Badge Mobility Insurance on 01730 233 101 and **we** will direct **you** on what steps **you** need to take.

For claims relating to sections 1-10 and, 12 - 13

Please contact **your Claims Administrator** by phone 01730 233 101

For claims relating to section 11 -Recovery

Please contact National Breakdown, The Old Clock House, Odsal Road, Bradford, West Yorkshire, BD6 1AQ phone 01274 288488 or email cs@nationalbreakdown.com

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

Within 30 days of notifying the **Claims Administrator**, **you** shall supply, at **your** own expense, full details of the claim in writing together with any supporting information, **evidence of ownership** and proofs which the **Claims Administrator** may reasonably require including proof of purchase.

If **you** do not let **the Claims Administrator/ us** know within 30 days and this affects their/ **our** ability to confirm **your** claim, unless there are exceptional circumstances, they or the **insurer** will not pay for that claim.

If any legal responsibility under this insurance is covered by any other insurance policy, the **Claims Administrator** will not pay more than **your insurer's** share of the claim. If legal responsibility for loss, **accidental damage** of injury rests with a carer or assistant and that same liability is covered elsewhere the **Claims Administrator** will not make any payment under this policy.

Following a claim, the **insurer/ Claims Administrator** is entitled to take over and enforce any rights in **your** name against any other person for their own benefit. They will pay any costs involved in this to recover any payment made under this policy.

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** 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/ your Claims Administrator/ insurer** will communicate with **you** in English.

C. YOUR DUTY

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

You must ensure that **you** or any **friend** using the **scooter or wheelchair** are capable of doing so safely.

D. DATA PROTECTION AGEAS INSURANCE LIMITED PRIVACY NOTICE

For the purposes of this notice **we/us/our** relates to Ageas Insurance Limited

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy notice please visit **our** website www.ageas.co.uk or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for **your** personal data please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of information about **you** including personal information such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect sensitive personal information such as details regarding **your** health, credit history and/or criminal convictions.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms,

loss adjustors and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given **us** permission such as using or collecting sensitive information. If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full privacy notice for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full privacy notice.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request **we** will always let **you** know **our** reasons

E. DATA PROTECTION DAVIES GROUP PRIVACY NOTICE

The information which you provide to the Davies Group will be used within the group of companies for processing your Claims and customer services and for the administration of any of the Groups related products and services of which you and any other person on your policy avail. Data may also be used for statistical analyses and the detection and prevention of fraud. We may share your data with trusted third

parties who process data on our behalf. We also share your data with insurers to verify your cover, and with state bodies as required by law. Sensitive personal data including up to date medical diagnoses information may be held, used and processed for the purpose of providing the services offered by the Davies Group. By utilising the services of the Davies Group you confirm that you explicitly consent to the Davies Group processing your personal data for the purposes described above, and have explained to each person who is included on your policy why we may ask for this information and what we will use it for. You also confirm that each person has agreed to this. You have the right, subject to certain exemptions, to access any personal data that we hold about you and to have inaccuracies corrected. If you wish to avail of these rights, please write to the Data Protection Officer, Davies Group, 4th Floor, Two Smithfield, Hanley, Stoke-on-Trent, ST1 3DH

F. DATA PROTECTION NATIONAL BREAKDOWN PRIVACY NOTICE

We are International Breakdown Ltd trading as National Breakdown, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z5282147.

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 us or one of our agents, you will be aware of the information that you provided when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

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.

International Breakdown'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://www.nationalbreakdown.co.uk/> or request a copy by emailing us at cs@nationalbreakdown.com. Alternatively, you can write to us at: Data Protection, International Breakdown Limited, Trust House, New Augustus Street, Bradford BD1 5LL.

G. BLUE BADGE MOBILITY INSURANCE - USE OF PERSONAL DATA

For the purposes of this notice **we/us/our** relates to Blue Badge Mobility Insurance

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.

D. 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/ your Claims Administrator/ insurer** will not pay any benefit under this policy or return any premium to **you** and **we/ your insurer** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We/ your insurer** may also take legal action against **you** and inform the appropriate authorities.

E. 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, **we** will then refund **your** premium in full.

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

We/ your insurer 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/ your Claims Administrator/ insurer** 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 **we** asked.

If **we/ your insurer** 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 **your insurer** has provided cover.

Where **our/ your Claims Administrator's/ insurer's** investigations provide evidence of fraud or misrepresentation, **we/ your insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us/ your Claims Administrator/ insurer** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we/ your insurer** 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/ your insurer**, as well as other insurers, in the future.

G. CARING FOR CUSTOMERS – COMPLAINTS PROCEDURE

For the purposes of this Complaints section only, **we/us/our** means Blue Badge Mobility insurance and/ or Davies Group Ltd and/ or National Breakdown and/ or Ageas Insurance Ltd.

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:

For complaints regarding the sale of the policy

Please contact Blue Badge Mobility insurance. Phone: 01730 233 101, email Support@BlueBadgeMobilityInsurance.co.uk or write to 7 Ridgeway Office Park, Bedford Road, Petersfield, Hampshire. GU23 3QF

For claims complaints regarding Sections 1-10 and 12-13

Davies Group Ltd. Phone 0344 856 2015, email customer.care@davies-group.com or write to Davies Group Limited, P.O Box 2801, Stoke-On-Trent, ST4 9DN

For claims complaints regarding Section 11 - Recovery

Please contact National Breakdown. Phone 01274 288488, email cs@nationalbreakdown.com, or write to The Old Clock House, Odsal Road, Bradford, West Yorkshire, BD6 1AQ

*In all correspondence please state that **your** insurance is provided by Ageas Insurance Limited and quote scheme reference Blue Badge Mobility*

We will confirm to **you**, within five working days that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay or if **you** are unhappy with the outcome of **our** final decision **you** may refer **your** complaint to the Financial Ombudsman Service.

You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service. Exchange Tower, London, E14 9SR.
Tel: 0300 123 9 123 Email: complaint.info@financial-ombudsman.org.uk

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. COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Ageas Insurance Limited 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