



Mark Bates Ltd

THE HOME OF PREMIER CARE

In-Home Accidental Damage

Policy Wording



Policy definitions

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

Breakdown	Mechanical or electrical breakdown.
Period of cover	Period of insurance stated in the schedule or any subsequent period for which you pay and we accept the premium.
Property	Mobility equipment described in the schedule belonging to you or for which you are legally responsible.
Schedule	Most recent schedule issued to you by us .
We/us/our	The insurer named in the schedule .
You/your	Insured person named in the schedule .

Cover

In the event of loss or damage as a result of any sudden, unexpected and accidental cause to the **property** arising during the **period of cover** and occurring within the private dwelling occupied by **you** at the address stated in the **schedule** **we** will repair or replace the **property** in accordance with the basis of settlement.

Basis of settlement

In the event of loss or damage **we** will pay in respect of **property**

- 1) purchased new and less than 3 years old, at **our** option, the cost of repair or replacement to a condition equivalent to or substantially the same as, but not better or more extensive than, its condition when new.
- 2) more than 3 years old, or purchased by **you** second hand, at **our** option either
 - a) the cost of repair or the value of the **property** after allowance for wear, tear and depreciation whichever is the lesser or
 - b) the cost of replacement after allowance for wear, tear and depreciation.

We shall not be liable to pay more than the sum insured stated in the **schedule** in respect of any claim for the **property**.

Exclusions

This section does not cover

- 1) any claim directly or indirectly caused by, contributed to, or arising from
 - a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or terrorism
 - b) ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - c) the radioactive, toxic or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its nuclear components.
 - d) any weapon of war employing atomic or nuclear fission, fusion or other like reaction, radioactive force or matter.

- 2) loss or damage due to any manufacturing defect, wear and tear, gradual deterioration, corrosion, rust, contamination, **breakdown**, defective workmanship or misuse.
- 3) any process of cleaning, altering, servicing or repairing.
- 4) **property** taken away by any person with **your** permission.
- 5) loss or damage that cannot be attributed to a specific event.
- 6) burns or scorching caused by cigarettes, cigars or tobacco pipes or lighted materials used in connection with them.
- 7) staining, unless **you** have immediately taken reasonable action to clean the **property** after the incident.
- 8) loss or damage caused by animals.

Extension

This policy extends to include repair or replacement of the **property** in the event of **breakdown** solely arising as a consequence of mis-use of the **property** by **you** which excludes **you** from receiving repair or replacement in full or in part from a manufacturers' warranty or guarantee.

Provided that this extension shall not pay for the following.

- 1) More than one claim for repair or replacement in any 12 month period.
- 2) More than £500 any one claim.
- 3) For any claim arising from a cause that has previously resulted in failure of a manufacturers' warranty or guarantee to pay for repair or replacement.
- 4) **Breakdown** as a result of a deliberate or intentional act or arising from a cause that you should reasonably have known would cause a **breakdown**.
- 5) Repair or replacement of a mattress, but shall include **breakdown** of any electrically operated moving parts within the mattress.
- 6) If the **property** is not under a manufacturers' warranty or guarantee in respect of **breakdown** at the time of any claim.
- 7) The first £50 of each and every claim.

Conditions

- 1) **Keeping to the conditions**
You must have complied with all the terms, conditions and endorsements of this policy before **we** are liable to make any payment.
- 2) **Fraud**
If **you** make any claim or statement that is false or fraudulent this insurance will not apply and **we** will not pay any claim.
- 3) **Precautions**
You shall take reasonable precautions to protect the **property** against loss or damage, maintain it in a sound and safe working condition and not use it in any way contrary to the operations manual.
- 4) **Our rights**
In the event of a valid claim under this policy **we** are entitled to pursue, in **your** name but at **our** expense, recovery of amounts **we** have paid or may become liable to pay. **You** must give **us** all the assistance **we** may reasonably require to do this.

- 5) **Other insurance**
If, at the time of any incident which results in loss, damage, legal liability or costs and expenses, there is any other insurance covering the whole or part of the same incident, whether **you** arranged it or not, **we** shall only be liable to pay or contribute **our** proportion of the total payment made for the incident.
- 6) **Cancellation**
We may cancel this policy by sending 30 days' notice by recorded delivery to **you** at **your** last known address and **we** will refund part of the premium for the **period of cover you** have not used.
You may cancel this policy at any time and **we** will allow a refund of premium for every full quarter of the **period of cover** that remains in force from the date of cancellation.
We will not refund any part of **your** premium if there have been any claims during the **period of cover**.
- 7) **Tax**
In addition to the premium **you** will pay to **us** any tax due on the premium which **we** are required to collect in accordance with current legislation.
- 8) **Choice of law**
Unless **we** agree otherwise, this insurance will be governed by English law.
- 9) **Contracts (Rights of Third Parties) Act 1999**
A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.
- 10) **Data Protection Act 1998**
It is agreed by **you** that any information provided to **us** regarding **you**, for the purpose of accepting this insurance and handling any claims, may, if necessary, be divulged to third parties, provided that it is processed by **us** in compliance with the provisions of the Data Protection Act 1998.

Claims condition and notification

In the event of any incident occurring that may give rise to a claim under this policy **you** should do the following.

- 1) As soon as possible and in any event not later than 7 days after the incident **you** should advise **us** of a potential claim.
- 2) At **your** own expense and within 30 days of the incident **you** should complete and send to **us** a claim form, together with any additional documents, details or particulars **we** reasonably require.
- 3) **You** should notify the police immediately if the **property** is lost, stolen or damaged by malicious persons.
- 4) **You** should take all reasonable steps to reduce or avoid the claim.
- 5) **You** must not authorise repair or replacement of the **property** without obtaining **our** agreement first.

If **you** need to notify **us** of a claim or any other matter relating to this policy **you** should contact

**Mark Bates Ltd Premier House Londonthorpe Road
Grantham Lincolnshire NG31 9SN
Telephone: 01476 591104**

Complaints procedure

It is always **our** intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and **we** would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with **us** can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If any problem arises in connection with this policy **you** should firstly discuss this with

General Manager Mark Bates Ltd

Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 593887

Fax: 01476 591543

Email: enquiries@markbatesltd.com

If **your** enquiry has not been dealt with to **your** satisfaction and **you** wish to make a complaint, please refer to **us** by contacting

Mr X B Zhang (Deputy General Manager) China Taiping Insurance (UK) Company Limited

2 Finch Lane London EC3V 3NA

Tel:0207 839 1888

Fax:0207 621 1202

E-mail:zhangxb@uk.cntaiping.com

Mr Zhang will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within twenty business days **we** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.

If **we** have not completed our investigation within eight weeks after the complaint was made **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service

Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones

Fax: 020 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **our** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Compensation rights

In the event that **we** are unable to meet **our** legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk



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Should you require this document in a larger format please
email enquiries@markbatesltd.com or call
01476 591104

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www.markbatesltd.com

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