



**Mark Bates Ltd**

THE HOME OF PREMIER CARE

# **Scooter & Powerchair**

## **Personal Liability Insurance**

*Policy Wording*

## Notes

A large, empty, light blue rounded rectangular area intended for taking notes. The area is bounded by a thin blue line and has rounded corners. It occupies the majority of the page below the 'Notes' header.

## Policy definitions

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

<b>Bodily injury</b>	Death, injury, illness, disease or nervous shock.
<b>Geographical limits</b>	United Kingdom, the Channel Islands and the Isle of Man and worldwide for up to 90 days during the <b>period of insurance</b> .
<b>Period of insurance</b>	Period of insurance stated in the <b>schedule</b> or any subsequent period for which <b>you</b> pay and <b>we</b> accept the premium.
<b>Property</b>	Mobility equipment (including fixed accessories) described in the <b>schedule</b> belonging to <b>you</b> or for which <b>you</b> are legally responsible and normally kept at the address shown in the <b>schedule</b> .
<b>Schedule</b>	Document outlining <b>your</b> policy.
<b>We/us/our</b>	The insurer named in the <b>schedule</b> .
<b>You/your</b>	Insured person named in the <b>schedule</b> .

## Cover

This is a 'claims made' insurance, which means that cover will apply only to claims first notified to **you** during the **period of insurance**.

**We** will pay for

- 1) all compensation and claimants' costs and expenses for which **you** are legally liable as a consequence of accidental **bodily injury** to any person or accidental loss of or damage to property in respect of which a claim is made against **you** during the **period of insurance** and arising in connection with **your** ownership, possession or use of the **property**; and
- 2) all costs and expenses arising in connection with paragraph 1) incurred with **our** consent.

**Our** liability for all compensation and costs and expenses arising out of 1) and 2) shall not exceed £2,000,000 in during the **period of insurance**.

## Exclusions to cover

**We** will not pay for the following.

- 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) Any claim whilst the **property** is
  - a) being used for racing, pace making or time or reliability trials in any organised sporting event or whilst practising for any of them.
  - b) being used by any person other than **you**.
  - c) carrying passengers.
- 3) Any event occurring outside of the **geographical limits**.
- 4) **Bodily injury to you** or any of **your** employees.
- 5) Loss of or damage to property belonging to **you** or for which **you** are responsible.
- 6) Any event occurring before the inception date of this policy.
- 7) Any event occurring in the United States of America or Canada.
- 8) An award of any court outside the United Kingdom, the Channel Islands or the Isle of Man.

## Unrecovered court awards extension

In the event of **you** being awarded damages and taxed costs by any court in the United Kingdom, the Channel Islands or the Isle of Man in respect of **bodily injury** or accidental loss of or damage to property arising out of **your** ownership, possession or use of the **property**, **we** will pay **you** any amount

that remains unpaid, in full or in part, after a period of 3 months, provided that

- 1) the award is not the subject of an appeal;
- 2) the incident giving rise to the award occurred
  - a) in the United Kingdom, the Channel Islands or the Isle of Man; or
  - b) after the inception of this policy; and
- 3) **we** are entitled to take over and prosecute for **our** own benefit any claim against any other party and **you** shall give **us** all information and assistance that **we** reasonably require.

**Our** liability under this extension shall not exceed £2,000,000 during the **period of insurance**.

## Policy 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 maintain the **property** 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 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**

- a) **The insurer** may cancel this policy by sending 30 days notice by recorded delivery to **you** at **your** last known address and **the insurer** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.
- b) **You** may cancel this policy at any time and **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph d) below.
- c) If **you** pay **your** premium by monthly direct debit and there is a default in payment, **the insurer** reserves the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of premium or credit charge will be due when cancellation takes place in these circumstances.
- d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

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) **General Data Protection Regulation**

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 General Data Protection Regulation.

## 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 take all reasonable steps to reduce or avoid liability, costs or expenses.
- 4) **You** should send to **us** immediately on receipt and unanswered any letter, claim, writ, summons or process.
- 5) **You** should not negotiate with, make any admission of liability or offer or promise payment to anybody else without **our** written consent.

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

**Claims Department**  
**Mark Bates Ltd Premier House Londonthorpe Road**  
**Grantham Lincolnshire NG31 9SN**  
**Telephone: 01476 514471**  
**Fax: 01476 591573**  
**Email: [claims@markbatesltd.com](mailto:claims@markbatesltd.com)**

# 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 a problem has arisen in connection with this policy that has not been resolved to your satisfaction and you wish to make a complaint, you should firstly discuss this with

**The Compliance Officer Mark Bates Ltd**  
**Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN**  
**Tel No: 01476 593887 Fax: 01476 591543 Email: [complaints@markbatesltd.com](mailto:complaints@markbatesltd.com)**

If you remain dissatisfied you may refer the matter to us by contacting

**The Compliance Officer China Taiping Insurance (UK) Company Limited**  
**2 Finch Lane London EC3V 3NA**  
**Tel:0207 839 1888 Fax:0207 621 1202 E-mail:[compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)**

The Compliance Officer 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](mailto:complaint.info@financial-ombudsman.org.uk)**  
**Website: [www.financial-ombudsman.org.uk](http://www.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](http://www.fscs.org.uk)



# Mark Bates Ltd

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Should you require this document in a larger format please  
email [enquiries@markbatesltd.com](mailto:enquiries@markbatesltd.com) or call  
**01476 591104**

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