



# Mark Bates Ltd

THE HOME OF PREMIER CARE

## **Scooter & Powerchair**

## **Warranty**

*Policy Wording*

## Policy definitions

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

<b>Breakdown</b>	Accidental mechanical or electrical breakdown.
<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 cover</b> or if the <b>period of cover</b> exceeds 12 months, for up to 90 days in any 12 month period.
<b>Period of cover</b>	Period of cover 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 described in the <b>schedule</b> belonging to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Schedule</b>	Most recent schedule issued to <b>you</b> by <b>us</b> .
<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> .

## Insuring clause

In the event of **breakdown** of the **property** arising during the **period of cover** and occurring within the **geographical limits we** will repair or replace the **property** in accordance with the basis of settlement.

## Basis of settlement

In the event of **breakdown 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**.

## Policy exclusions

- 1) This policy does not cover 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) This policy shall not cover **you** for any claim resulting from racing, pace making, time or reliability trials in any organised sporting event or whilst practising for any of them.
- 3) This policy excludes any **breakdown** incurred
  - a) during the manufacturer's, supplier's or any other warranty or guarantee period.
  - b) where any **property** or any of its parts are the subject of a manufacturer's recall or modification.
  - c) whilst the **property** is used for commercial or other non-domestic purposes.
  - d) in respect of or as a result of routine maintenance, servicing, cleaning, overhaul or modification.
  - e) where no fault is found with the **property**.
- 4) This policy excludes **breakdown** as a result of
  - a) any means external to the **property**, theft or attempted theft or any intentional act.
  - b) corrosion, rust, contamination, latent defect, defective workmanship or misuse.
  - c) strikes or industrial action.
  - d) disregard of the manufacturer's operating or user maintenance instructions.
  - e) modification or servicing not in accordance with the manufacturer's instructions.
  - f) gaining access to or working upon the **property**.

- 5) This policy shall not apply
  - a) for the cost of repairs performed outside the United Kingdom, the Channel Islands or the Isle of Man, unless **we** have agreed to this first.
  - b) in respect of plugs, fuses, springs, electric motor brushes, batteries, off board battery chargers, light bulbs, light covers, paintwork, trim, cables, filters, attachments, tyres, inner tubes, brake linings, wing mirrors, seat covers, framework, bodywork or external accessories.
  - c) for more than one repair to, or replacement of, any one part of the **property** before 12 months of that repair or replacement has elapsed.
  - d) to **breakdown** where the fault was evident during the manufacturer's warranty period or before commencement of this policy.
  
- 6) This policy excludes any claim if repair or replacement cannot be carried out because any part or component is out of production and no longer available. In this event, the policy will be cancelled with immediate effect and **you** will be allowed a return of premium on the following basis.
  - a) Where the current **period of cover** is for 12 months or less we will give **you** a full return of premium paid.
  - b) Where the **period of cover** is for longer than 12 months **we** will refund to **you** part of the premium equivalent to the unexpired **period of cover**, with a minimum refund of at least 12 months' premium.
  - c) If **we** have paid a claim during the current **period of cover** **we** will refund to **you** part of the premium equivalent to the unexpired **period of cover** and not as stated above.

## 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 take reasonable precautions to protect the **property** against **breakdown** and maintain it in a sound and safe working condition and not use it in any way contrary to the operations manual.
  
- 4) **Annual maintenance**

The **property** should be serviced at least once a year by a professional mobility equipment dealer in accordance with the manufacturer's recommendations.
  
- 5) **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** may become liable to pay. **You** must give **us** all the assistance **we** may reasonably require to do this.

- 6) **Other cover**  
If, at the time of any incident which results in **breakdown**, there is any other policy 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.
- 7) **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 insurance** 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**.
- 8) **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.
- 9) **Choice of law**  
Unless **we** agree otherwise, this insurance will be governed by English law.
- 10) **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.
- 11) **Data Protection Act 1998**  
It is agreed by **you** that any information provided to **us** regarding **you**, for the purpose of accepting cover 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 take all reasonable steps to reduce or avoid **breakdown**.
- 4) **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 **you** 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)**

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)



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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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