



# Your Mobility Insurance Policy Document

Version Ref V2

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## Introduction

### About Your Insurance

Welcome to **your** Mobility Insurance policy.

This insurance is designed to protect **you** if **your scooter or wheelchair** is accidentally or maliciously damaged, or in the event that loss or damage occurs because of fire, storm, flood or theft. There is also cover if **you**, or anyone using **your scooter or wheelchair** with **your** permission, are injured as a result of an accident involving **your scooter or wheelchair**, and for damage or injury which may be caused to someone else or their property. Full details of all the cover are given in the "Cover Provided Under The Policy" section on pages 4–5 of this Policy Document.

Please take time to read the "Important Information" section on pages 2–3 of this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take. It also tells **you** about the geographical limits of the cover and the requirement to maintain **your scooter or wheelchair** in efficient condition and good repair. Information about the insurer's right to change **your** cover or premium is also shown here.

This insurance was arranged by MB&G Insurance Services Limited who is also the policy administrator and handles claims under the policy on **our** behalf. MB&G Insurance Services Limited is referred to as the **administrator** in this Policy Document. Contact details are:

MB&G Insurance Services Limited  
Cobalt Business Exchange, Cobalt Park Way  
Newcastle NE28 9NZ  
T: 0191 258 8119  
E: [claims@mbginsurance.com](mailto:claims@mbginsurance.com)

The insurer (referred to as "**we**", "**us**" or "**our**" in this Policy Document) is a Consortium of Lloyd's syndicates which is managed by Arch Managing Agency Limited. Arch Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Your** insurance is an annual policy. The insurance starts on the policy **start date** and continues for a period of 12 months.

Some words and phrases in this Policy Document and on **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold type**. They are all listed and explained in the "Definitions" section which can be found at the end of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact the **administrator** if **you** need any documents to be made available in braille and/or large print and/or in audio format.

## HOW TO MAKE A CLAIM

Within 28 days of **you** becoming aware of any circumstances which are likely to give rise to a claim, call the **administrator**, MB&G Insurance Services Limited on 0191 258 8119 (this is a basic rate number). Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to [claims@mbginsurance.com](mailto:claims@mbginsurance.com) or write to: MB&G Insurance Services Ltd., Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne NE28 9NZ

## 1. The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** are issued to **you** by MB&G Insurance Services Ltd. in its capacity as **our** agent under contract reference B1927/EW025. In exchange for **your** paying the premium amount referenced on **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by (Signatory) P K Smith

Authorised signatory of MB&G Insurance Services Ltd  
Cobalt Business Exchange, Cobalt Park Way  
Newcastle NE28 9NZ

## 2. Important Information

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- If **you** have taken out this policy as a private individual, **you** check the information **you** have given **us** is accurate (see "Disclosure of Important Information" below);
- If **you** have taken out this policy in any other capacity, **you** are aware of **your** duty of fair presentation (see "Your Duty of Disclosure" below);
- **You** notify the **administrator** as soon as possible of any inaccuracies on **your Policy Schedule**; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

### CONDITIONS

There are conditions which apply to the whole of this insurance and full details of these can be found in the "General Conditions" section on page 6 of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the "Making a Claim" section on page 6.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

### INFORMATION YOU GIVE US

#### Disclosure of Important Information

#### PLEASE NOTE

This applies if **you** are a private individual who is taking out this insurance contract wholly or mainly for purposes unrelated to **your** business, trade or profession.

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via the **administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, make changes to, or renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact the **administrator** as soon as possible. Their contact details are shown on page 1 of this **Policy Document**.

## YOUR DUTY OF DISCLOSURE

### PLEASE NOTE

This applies if **you** are taking out this insurance contract in any other capacity.

Under the Insurance Act 2015, **you** have a duty to make a fair presentation of the risk to **us** before this policy starts, at each renewal of **your** policy, and when **you** make any amendment(s) to **your** cover. This means **you** must:

- a. Disclose all material facts which **you** know or ought to know;
- b. Make the disclosure in a reasonably clear and accessible way; and
- c. Ensure that every material representation of fact is substantially correct, and made in good faith.

A "material fact" is information that would influence **our** decision as to whether to insure **you** and if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following:

- a. If **you** are an individual:
  - What is known to **you** and anybody who is responsible for arranging this insurance; orIf **you** are not an individual:
  - What is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised), or anybody who is responsible for arranging this insurance;
- b. What should reasonably be revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, **you** are expected to have included them in **your** enquiries, and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **you** breach **your** duty to make a fair presentation of the risk to **us**, then:

- a. Where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- b. Where the breach was neither deliberate nor reckless, and but for the breach:
  - **We** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid;
  - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or

- **We** would have agreed to provide cover under this policy but would have charged a higher premium, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged. For example if due to a breach of fair presentation **we** charged a premium of £50 but **we** should have charged £100, for a claim submitted and agreed at a settlement value of £1000 **you** will only be paid £500.

## GEOGRAPHICAL LIMITS OF COVER (WHERE YOU ARE COVERED)

Cover is provided under all sections of the policy whilst **your scooter or wheelchair** is located/being used in the United Kingdom, the Channel Islands and the Isle of Man.

Worldwide cover is also provided under Cover Section 1 (Loss or Damage) and Cover Section 2 (Third Party Liability) for a maximum period of 50 days in any 12 month period whilst **your scooter or wheelchair** is temporarily located/being used outside the United Kingdom, the Channel Islands and the Isle of Man.

## MAINTENANCE OF YOUR SCOOTER OR WHEELCHAIR

To receive cover under this policy **you** must maintain **your scooter or wheelchair** in efficient condition and good repair and take all reasonable precautions to prevent accidents, injury, loss or damage. The **scooter or wheelchair** must be used and maintained according to the manufacturer's instructions.

## OUR RIGHT TO CHANGE THE COVER OR PRICE

If **we** change the terms of cover or price of **your** policy, it will only be done at **your** next annual renewal date when all changes will be communicated to **you** in writing.

### 3. Cover Provided Under The Policy

This section of the policy provides details of all sections of cover and any exclusions which apply to individual cover sections. Please note that there are other exclusions which apply to all sections of cover and these can be found in the "General Exclusions" section on page 6 of this Policy Document.

#### Cover Section 1 – Loss or Damage

This section of the policy provides cover if **your scooter or wheelchair** is damaged or stolen during the **period of insurance**.

The maximum amount payable for any claim under this section of cover is £7,000.

Where only a part or parts of **your scooter or wheelchair** is/are damaged, **we** will only pay for the cost of repairs to, or replace, the part or parts which have been damaged.

#### DAMAGE COVER

If **your scooter or wheelchair** is **accidentally damaged**, or **maliciously damaged / vandalised**, or suffers damage as a result of a fire, storm or flood, **we** will:

1. If the **scooter or wheelchair** is less than 4 years old at the time of the incident that leads to a claim under the policy, and where **you** have owned the item from new or purchased the item as new, either:
  - a. Pay the costs of repairs; or
  - b. If the cost of repairs is likely, in the opinion of **our administrator's** appointed expert, to exceed 60% of the list price of a new item of a similar make and model, either:
    - i. provide **you** with a new **scooter or wheelchair** of a similar make and model; or
    - ii. offer **you** a cash settlement representing the price for which a replacement item of a similar make and model can be obtained.
2. If **your scooter or wheelchair** is 4 years old or more at the time of the incident that leads to a claim under the policy, either:
  - a. Pay the costs of repairs; or
  - b. If the cost of repairs is likely, in the opinion of our **administrator's** appointed expert, to exceed 60% of the list price of a new item of a similar make and model, offer **you** a cash settlement taking into account the age and condition of the item immediately before the claim.

#### THEFT COVER

If **your scooter or wheelchair** is stolen and not recovered, **we** will:

1. If the **scooter or wheelchair** is less than 4 years old at the time of the theft, either:
  - a. Provide **you** with a new **scooter or wheelchair** of a similar make and model; or
  - b. Offer **you** a cash settlement representing the price for which a replacement item of a similar make and model can be obtained.
2. If the **scooter or wheelchair** is 4 years old or more at the time of the theft, **we** will offer **you** a cash settlement taking into account the age and condition of the item immediately before the claim.

If **your scooter or wheelchair** is stolen and is subsequently recovered but has suffered damage, **your** claim will be assessed under the terms of the "Damage Cover" section above.

#### IMPORTANT NOTES

If **your scooter or wheelchair** is stolen from within a building, there must be evidence of forcible entry to the building.

If **your scooter or wheelchair** is stolen from anywhere other than from within a building, **your scooter or wheelchair** must have been locked to an **immovable object** by a padlock or chain.

#### EXCLUSIONS APPLICABLE TO COVER SECTION 1

This policy does not provide any cover for:

1. Any claim caused by or arising from damage to **tyres** (including **punctures** and burst **tyres**);
2. Loss or damage to accessories unless **your scooter or wheelchair** is stolen or damaged at the same time;
3. **Malicious damage** committed by **you**;
4. Theft by **your** spouse, partner or a family member;
5. Theft of **your scooter or wheelchair** by any **user**.

#### Cover Section 2 – Third Party Liability

The policy provides cover, up to a limit of £1,000,000 for any one incident, for any legal liability **you** or a **user** incur for **accidental damage** to the property of, or accidental injury to, third parties arising from the use of **your scooter or wheelchair**.

Cover is only provided if there is no other insurance policy in force covering the same circumstances that could lead to a claim under this policy.

## EXCLUSIONS APPLICABLE TO COVER SECTION 2

This policy does not provide any cover for:

1. Any liability to any person employed by **you**;
2. Any liability arising out of any trade or profession in which **you** are engaged;
3. Any liability arising out of any incident occurring in North America or Canada;
4. Any liability to any passenger on the **scooter or wheelchair**.

## Cover Section 3 – Recovery Costs To Get You Home

Following any event to a **scooter or wheelchair** which results in it requiring repair before it can be used, **we** will pay expenses, up to a limit of £100, to get **you** or any **user** and the **scooter or wheelchair** home. The maximum total benefit payable in any 12 month period is £200.

## Cover Section 4 – Personal Accident

**We** will pay a benefit of £3,000 if, within 3 months of an accident involving the **scooter or wheelchair, you** or any **user** of the **scooter or wheelchair**:

- a. die; or
- b. suffer the loss or one or more limbs; or
- c. suffer permanent blindness in one or both eyes.

The benefit will only be paid where injuries sustained in the accident are, in the opinion of a registered medical practitioner, the sole cause of death or loss of one or more limbs or permanent blindness. Where the accident is fatal, **we** will pay **your** or the **user's** personal legal representative.

## EXCLUSIONS APPLICABLE TO COVER SECTION 4

Death, loss of one or more limbs, or permanent blindness in one or both eyes which occurs more than 3 months after an **insured event**.

## Cover Section 5 – Item(s) On Loan

If, following an **insured event, your scooter or wheelchair** requires repair, and **you** are given on loan a temporary replacement item of equipment, then the item on loan shall be insured under this policy for the duration of the period of the loan provided that:

- a. The terms, exclusions and conditions of this policy shall apply to the item on loan, and
- b. During the period of the loan **your scooter or wheelchair** will not be insured under this policy, and
- c. **Our** liability for the item on loan shall not exceed the value of **your scooter or wheelchair**.

## EXCLUSIONS APPLICABLE TO COVER SECTION 5

Any claim arising from or in connection with loss or damage to the item on loan which occurs during delivery or collection.

## Cover Section 6 – Personal Possessions

**We** will pay up to £250 per claim if, as a result of an **insured event**, personal possessions worn or carried by **you** or a **user** are lost, damaged or stolen.

## Cover Section 7 – Cost of Hiring Alternative Equipment

If a valid claim under the policy results in **your scooter or wheelchair** requiring repair or replacement, **we** will pay up to £10 per day towards the cost of hiring a similar item of equipment. The maximum total benefit payable in any one 12 month period is £100.

Prior approval to hire alternative equipment must be obtained from the **administrator**.

## Cover Section 8 – Hospitalisation Benefit

If **you** or any **user** is admitted to hospital following accidental bodily injury sustained in direct connection with the **scooter or wheelchair, we** will pay a benefit of up to £25 towards incurred expenses for each day of hospitalisation. The maximum total benefit in any one 12 month period is £250.

## Cover Section 9 – Manual Wheelchair Cover

In addition to the **scooter or wheelchair** stated in the **Policy Schedule, we** will provide cover under this policy in respect of a manual wheelchair belonging to **you**, up to a maximum sum insured of £2,000 in aggregate for all claims where **you** were using **your** manual wheelchair at the time of an **insured event**.

## 4. General Exclusions

The following exclusions apply to all sections of cover under this policy. Some sections of cover have additional exclusions which relate specifically to the individual section of cover. These can be found within the "Cover Provided Under The Policy" section of this Policy Document.

**We** will not pay any claim:

1. Arising directly or indirectly from:
  - a. **war** or acts of **terrorism**;
  - b. **you** or any **user** engaging in **active war**;
  - c. **nuclear risks**.
2. Arising from the electrical or mechanical breakdown of **your scooter or wheelchair**, its failure or malfunction, or manufacturing defects.
3. Arising from lack of maintenance of **your scooter or wheelchair** in accordance with the manufacturer's instructions.
4. For loss from or damage to **your** or a **user's** residential property and its contents.
5. For loss or damage caused by or arising from:
  - a. **Wear and tear**, rot, mildew, fungus, insects, vermin, chewing, scratching, tearing and fouling, atmospheric, climatic or weather conditions (unless specifically included) or gradual deterioration, spillage, cigarette burns or scorching.
  - b. Any process of cleaning, dyeing, repairing, restoring or renovation.
6. For loss or damage:
  - a. Caused by misuse, a wilful act or neglect by **you** or any **user** and/or any members of **your** or any **user's** family.
  - b. Resulting from inappropriate use of **your scooter or wheelchair**.
  - c. Arising from the use of accessories that have not been approved by the manufacturer.
7. For repairs carried out by anyone other than an authorised repairer approved by **our administrator**.
8. For loss of use of **your scooter or wheelchair**, or any loss which is not directly associated with the incident which caused the claim.  
For example, loss of earnings following an accident.
9. For loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use of or inability to use any application, software or programme;
  - ii. any computer virus;
  - iii. any computer related hoax relating to i. and/or ii. above.

## 5. General Conditions

These conditions apply to the whole of this policy. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

1. To receive cover under this policy **you** must maintain **your scooter or wheelchair** in efficient condition and good repair, and take all reasonable precautions to prevent accidents, injury, loss or damage. The **scooter or wheelchair** must be used and maintained according to the manufacturer's instructions.
2. This policy cannot be transferred to anyone.

## 6. Making a Claim

To make a claim, within 28 days of **you** becoming aware of any circumstances likely to give rise to a claim, please contact the **administrator**. Their contact details are:

MB&G Insurance Services Ltd  
Cobalt Business Exchange, Cobalt Park Way  
Newcastle Upon Tyne NE28 9NZ  
T: 0191 258 8119 (this is a basic rate number)  
E: claims@mbginsurance.com

*Normal working hours 9am – 5pm Monday to Friday excluding bank holidays. Calls may be recorded for training, compliance and fraud prevention purposes.*

### THINGS YOU MUST DO

**You** must comply with the following conditions. If **you** fail to do so and this affects the ability of the **administrator** to fully assess **your** claim or keep **our** losses to a minimum, **we** may not pay **your** claim or any payment could be reduced.

- All claims must be reported to the **administrator** as soon as possible, but in any event within 28 days of **you** becoming aware of any circumstances likely to give rise to a claim. However, in the event of a delay in reporting **your** claim, if all information is still available and the delay has not prejudiced **our** ability to fully assess **your** claim, it is not **our** intention to decline **your** claim or reduce the payment amount.
- **You** must provide, at **your** own expense, any information and assistance which the **administrator** may require in establishing the amount of any payment under **your** insurance.
- **You** must notify the police as soon as possible about any loss or damage by theft, attempted theft, or **malicious damage/vandalism** and submit a copy of the police report and crime number to the **administrator**.
- **You** must forward to the **administrator**, as soon as possible, every letter, claim, writ or other document received by **you** or any **user** about any loss.

## OTHER INSURANCE

Cover under Section 2 – Third Party Liability is only provided if there is no other insurance policy in force covering the same circumstances that could lead to a claim under this policy.

For all other sections of cover, if, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

## SUBROGATION

**We** may, at **our** discretion, take any steps at **our** cost in **your** name against any person or entity to recover any money paid in settlement of **your** claim. **You** must give **us** all assistance that is necessary.

## FRAUDULENT CLAIMS OR MISLEADING INFORMATION

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

## 7. Cancellation of the Policy

### YOUR CANCELLATION RIGHTS

**You** can cancel **your** policy within 30 days of the **start date** or, if later, within 30 days of the date **you** receive this Policy Document. **We** will refund any premium **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

**You** can also cancel **your** policy at any other time and, provided no claim has been made, receive a pro-rata refund of **your** premium based on the number of whole months of the original insurance period remaining, subject to an administration fee charged by the **administrator** of £15.

Please contact the **administrator** if **you** wish to cancel **your** policy. Their contact details are on page 1 of this Policy Document.

### THE INSURER'S CANCELLATION RIGHTS

**We** reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

**Your** policy will end automatically if **you** do not pay any premium when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy has been cancelled.

If there is a change in risk which means **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us** or the **administrator**, **we** will give **you** 60 days' notice, in writing, that **your** policy will not be renewed.

## 8. Renewing Your Policy

The **administrator** will contact **you** one month before **your** current **period of insurance** ends to ask whether **you** wish to renew **your** policy. They will also tell **you** about any changes to the premium and/or the policy terms and conditions.

If **you** wish to renew **your** policy, **you** will be issued with a new **Policy Schedule** and Policy Document.

If any of **your** personal details have changed, please tell the **administrator**. Their contact details are shown on page 1 of this Policy Document.

## 9. How to make a Complaint

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** are a private individual who is taking out this insurance contract wholly or mainly for purposes unrelated to **your** business, trade or profession:

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

### STEP 1:

In the first instance, please direct **your** complaint to the **administrator**:

Mechanical Breakdown & General Insurance Services Ltd  
Cobalt Business Exchange, Cobalt Park Way, Newcastle NE28 9NZ  
T: 0191 258 8119  
E: [claims@mbginsurance.com](mailto:claims@mbginsurance.com)

### STEP 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from the **administrator**, **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's  
Fidentia House  
Walter Burke Way, Chatham Maritime  
Kent ME4 4RN  
T: +44 (0)20 7327 5693  
E: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint – How We Can Help", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

### STEP 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service  
Exchange Tower, London E14 9SR  
T: 0800 0234 567  
*calls to this number are free on mobile phones and landlines*

T: 0300 1239 123  
*calls to this number cost no more than calls to 01 and 02 numbers*

E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman  
PO Box 114, Jersey, Channel Islands JE4 9QG

Jersey +44 (0)1534 748610  
Guernsey +44 (0)1481 722218  
International +44 1534 748610  
Facsimile +44 1534 747629

E: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)  
[www.ci-fo.org](http://www.ci-fo.org)

Alternatively, if **you** live in the UK and if **you** purchased **your** insurance online\*, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Economic Area (EEA), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.

\* "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

**If you are taking out this insurance contract in any other capacity:**

If **you** do wish to complain, in the first instance, please direct **your** complaint to the **administrator**:

Mechanical Breakdown & General Insurance Services Ltd  
Cobalt Business Exchange, Cobalt Park Way, Newcastle NE28 9NZ  
T: 0191 258 8119  
E: [claims@mbginsurance.com](mailto:claims@mbginsurance.com)

Should **you** remain dissatisfied with the outcome of **your** complaint from the **administrator**, it may be possible in certain circumstances to refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's  
Fidentia House, Walter Burke Way  
Chatham Maritime, Kent ME4 4RN  
T: +44 (0)20 7327 5693  
E: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint – How We Can Help", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live or are located in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service  
Exchange Tower, London E14 9SR

T: 0800 0234 567

*calls to this number are free on mobile phones and landlines*

T: 0300 1239 123

*calls to this number cost no more than calls to 01 and 02 numbers*

E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** live or are located in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman  
PO Box 114, Jersey, Channel Islands JE4 9QG

Jersey +44 (0)1534 748610

Guernsey +44 (0)1481 722218

International +44 1534 748610

Facsimile +44 1534 747629

E: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

[www.ci-fo.org](http://www.ci-fo.org)

## 10. Legal, Regulatory & Other Information

### FINANCIAL SERVICES COMPENSATION SCHEME

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from:

Financial Services Compensation Scheme

PO Box 300, Micheldean GL17 1DY.

T: 0800 678 1100 (Freephone) or 020 7741 4100.

[www.fscs.org.uk](http://www.fscs.org.uk)

### DATA PROTECTION NOTICE

**We** and MB&G Insurance Services Limited are the data controllers (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which is available on **our** website [www.archinsurance.co.uk](http://www.archinsurance.co.uk)

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

#### In summary:

**We** may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details and date of birth
- Financial information such as bank details
- Details of any claim

**We** will also collect personal information about any additional people who can receive cover under the policy.

**We** may also collect sensitive personal information about **you**, and any additional people who can receive cover under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **you** be claiming, for example, due to injuries sustained in an accident.

**We** collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:

Group Data Protection Officer  
Arch Managing Agency Limited  
5th Floor, Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ  
UK  
T: + 44 20 7621 4500  
E: [privacy@archinsurance.co.uk](mailto:privacy@archinsurance.co.uk)

## LAW AND JURISDICTION

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

## SANCTIONS

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## SAFEGUARDING YOUR PREMIUM AND CLAIM PAYMENTS

All premium payments from **you** and due to **us** for this

policy will be held by the **administrator** on **our** behalf. The **administrator** will also hold any premium refund that is due to **you** from **us**. Any claim payments that are due to **you** from **us** will be paid to **you** by the **administrator**.

In these capacities, the **administrator** is acting as **our** agent. This means that once a premium is paid to the **administrator** it is deemed to have been received by **us** and that all claim payments and premium refunds are not deemed to have been paid until **you** have actually received them.

## RIGHTS OF THIRD PARTIES

A person who is not a 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 does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

## SEVERAL LIABILITY

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## THE INSURER

This insurance is underwritten by a Consortium of Lloyd's syndicates managed by Arch Managing Agency Limited. Arch Managing Agency Limited's registered office is 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ. Registered in England no. 06948515.

## REGULATORY DETAILS

Arch Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 526140.

The **administrator**, MB&G Insurance Services Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 306978.

## 11. Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy in **bold**.

### Accidental Damage / Accidentally Damaged

Damage caused suddenly and unexpectedly, by an outside force, other than by a deliberate act.

### Active war

**Your** or any **user's** active participation in a **war** where **you** or any **user** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

### Administrator

MB&G Insurance Services Ltd.

### Immovable Object

Any solid object which is fixed and is not capable of being undone, removed with, or lifted under/over **your scooter or wheelchair**.

### Insured Event

An incident resulting in loss of or damage to **your scooter or wheelchair** by **accidental damage** or **malicious damage**, or because of **vandalism**, fire, storm, flood or theft.

### Malicious Damage / Maliciously Damaged / Vandalism / Vandalised

Intentional damage to **your scooter or wheelchair**.

### Nuclear risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### Period of Insurance

The period for which this insurance is valid, as stated on **your Policy Schedule**.

### Policy Schedule

The document which names **you** as the policyholder and details the **scooter(s) or wheelchair(s)** covered under **your** policy. It will also confirm the **period of insurance**. **Your Policy Schedule** will be replaced whenever **you** make any changes to **your** policy.

### Puncture

Deflation of a **tyre** arising from **accidental damage** to the **tyre** itself or **malicious damage** to the **tyre** or valve from a third party, necessitating immediate repair or replacement before normal use can be resumed.

### Scooter or Wheelchair

The mobility scooter or power chair, manual wheelchair, or disability adapted tricycle as detailed in **your Policy Schedule**.

### Start Date

The date the insurance cover commences, as shown on **your Policy Schedule**.

### Terrorism

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Tyre(s)

Means the **tyres** fitted to **your scooter or wheelchair**.

### User

Any person using **your scooter or wheelchair** with **your** permission and in accordance with all applicable legislation.

### War

- War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or
- Any act of **terrorism**; or
- Any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

### We/Us/Our

A Consortium of Lloyd's syndicates which is managed by Arch Managing Agency Limited.

### Wear and Tear

Items that have reached the end of their normal effective working lives because of age or usage.

### You/Your

The person or organisation named in the **Policy Schedule**.