

Policy Document

This insurance is arranged by Eden Mobility Limited an Appointed Representative of MB&G Insurance Services Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Eden Mobility Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Introduction

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

Your policy is made up of:

1. this document, which gives details of the insurance cover you have bought from us;
2. the schedule, which contains your details, summarises the level of cover and the sections of this document which are included in your policy; and
3. 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:

1. you understand the details of the cover;
2. the policy meets your needs; and
3. the details in the schedule are correct.

DEFINITIONS

The following words or phrases have the meaning defined below whenever they appear with a capital letter throughout this document.

Accidental Damage:	Damage caused suddenly and unexpectedly, by an outside force, other than by a deliberate act.
Administrator:	Eden Mobility Ltd
Breakdown:	Electrical or mechanical failure.
Claims Administrator:	MB&G Insurance Services Ltd, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ
Consequential Loss:	Any other costs that are directly or indirectly caused by the event which led to your claim unless specifically stated in this Policy.
Endorsements:	These are changes to the terms, conditions and exclusions of the Policy and where applicable are noted on the Schedule and detailed on the attaching documents.
Forcible:	Entry evidenced by visible damage to the fabric of the building at the point of entry; or damage caused to an Immovable Object or padlock & chain.
Geographical Limits:	England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Isles.
Immovable Object:	Any solid object which is fixed and is not capable of being undone, removed with, or lifted under/over the Insured Item.
Insured:	The person, people or organisation named in the Schedule.
Insured Event:	An incident resulting in loss or damage to the Scooter or Wheelchair by Accidental Damage, Malicious Damage or because of Vandalism, Fire, Storm, Flood or Theft.
Insured Item(s):	Those Item(s) listed in the Schedule for which the Insured has paid the premium.
Malicious Damage / Vandalism:	The intentional damage to an Insured Item.

Market Value:	The cost of a replacement item of similar specification, age and condition as assessed by the Administrator from two independent sources.
Period of Insurance:	The length of time your Policy lasts as shown on your Policy Schedule. In any event, all cover will cease upon payment of a claim for a Total Loss.
Policy:	Incorporating the Schedule shows details of the Insured Item(s), cover provided and the Period of Insurance.
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 the schedule
Total Loss:	Total Loss of the Scooter or Wheelchair by an Insured Event including circumstances where the Scooter or Wheelchair is (are) deemed to be beyond economical repair.
Tyre(s):	Means only the tyres fitted to the Insured Item.
User:	Any person using the Scooter or Wheelchair with the express permission of the Insured and in accordance with all applicable legislation.
We/Us/Our/Insurer:	UK General Insurance Limited on behalf of Great Lakes Insurance SE.
Wear and Tear:	Items that have reached the end of their normal effective working lives because of age or usage.

COVER - Section 1 Loss or Damage

Loss or damage to the Scooter or Wheelchair during the Period of Insurance by: - Accidental Damage, Malicious Damage, Vandalism, Fire, Storm, Flood or Theft.

Exclusions

- (a) Accidental / Malicious Damage, Vandalism, Fire, Storm, Flood or Theft - loss or damage caused by or arising from:-
- i. Damage to tyres (including punctures and bursts)
 - ii. Loss or damage to accessories unless the Scooter or Wheelchair is (are) lost stolen or damaged at the same time.
 - iii. Loss, destruction or damage by any cause whatsoever to the equipment whilst left in the open for more than 12 hours or overnight.
 - iv. Malicious Damage committed by the Insured to the Insured Item(s).
- (b) Theft - loss caused by or arising from:
- i. Any person obtaining any Item(s) by deception.
 - ii. Theft by the Insured, spouse, partner or family member.
 - iii. Theft of the Scooter or Wheelchair by any User.
 - iv. Theft of the Scooter or Wheelchair whilst left unattended (other than whilst in a locked and secure building) for more than 1 hour unless secured to an Immovable Object by a padlock and chain. Theft must be Forcible.
- (c) Any amount recovered from a third party.

COVER - Section 2 Third Party Liability

Legal liability for Accidental Damage to the property of or accidental injury to third parties arising from the use of the Insured Item(s). Contingent legal liability (limit £2 million) for Accidental Damage to the property of or accidental injury to third parties arising out of the use of the Scooter or Wheelchair and/or the User of the Scooter or Wheelchair whilst under attendant custody or control. (Limit any one occurrence £2 million).

Dependent on no other Policy being in force covering the same circumstances that could lead to a claim on this Policy.

Exclusions Section 2

Any Liability:-

- i. Arising out of wrongful or inadequate advice given by or on behalf of The Insured.
- ii. No other Policy being in force
- iii. To any person employed by the Insured.
- iv. Arising out of any trade or profession in which the Insured is engaged.
- v. Arising out of any occurrence in North America or Canada.
- vi. Which applies because of any agreement but which would not have applied without such an agreement.

- vii. To any passenger.

COVER - Section 3 Recovery Costs to Get You Home

Following any event to a Scooter or Wheelchair which results in that Item(s) requiring repair before it can be used, reasonable expenses are covered to get you and the Scooter or Wheelchair home. Limit any one claim £100. The maximum total benefit payable in any one Policy year is £200.

COVER - Section 4 New for Old Replacement

Following an Insured Event, if the total cost of the repairs to the Scooter or Wheelchairs (are) likely to exceed 60% of the list price of a new Item(s) of a similar make and model, a new Item(s) will be provided instead of repairs, or the Insurer may (at its option) offer a cash settlement representing the discounted price for which a replacement Item(s) of similar make and model can be obtained. This clause in the Policy applies only to Scooter or Wheelchair less than four years old (or less than four years old in respect of Accidental Damage claims only) at the time of the incident that leads to the claim where the Insured has owned the Insured Item from new or purchased the Insured Item as new .

COVER - Section 5 Personal Accident

The Insurer may pay £3,000 if the User because of an accident involving the Scooter or Wheelchair is injured Scooter or Wheelchair if within 3 months of the accident the injury is the sole cause of a) death, or b) loss of one or more limbs, or c) permanent blindness in one or both eyes. The maximum amount payable is £3,000. Where the accident is fatal, the Insurer will pay the User's personal legal representative.

Exclusions

- a) Any injury where the Insured's pre-existing medical condition could have contributed to
 - i. The cause of the accident or
 - ii. any injury which would not have occurred if the Insured did not have the pre-existing condition.
- b) Death, loss of one or more limbs, or permanent blindness in one or both eyes which occurs over 3 months after an Insured Event.

COVER - Section 6 Item(s) on Loan

Following an Insured Event, if your Scooter or Wheelchair Scooter or Wheelchair requires repair, and the User is given on loan a temporary replacement item(s) of equipment, then the item(s) on loan shall for the purposes of this Insurance, be considered as though it were the Item(s) Insured under this Policy and shall be deemed to 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(s) on loan.
- b) During the period of the loan this insurance shall not be in force in respect of the Scooter or Wheelchair temporarily replaced as stated in the Policy Schedule.
- c) The liability of the Insurer for the item(s) on loan shall not exceed the value of the Scooter or Wheelchair it temporarily replaces.

Exclusions

Any claim arising from or in connection with:

- a) Liability assumed under any agreement which would not have attached in the absence of such agreement
- b) Loss or damage to the item(s) on Loan which occurs during delivery or collection

COVER - Section 7 Personal Effects

The Insurer will pay up to £250 for personal effects if they are lost, damaged or stolen as a result of an Insured Event to the Insured Item(s).

Exclusions

Loss or damage to money, stamps, tickets, documents or securities.

COVER - Section 8 Cost of Hiring Alternative Equipment

In the event of a valid claim resulting in your Scooter or Wheelchair requiring repair or replacement, the Insurer will pay (subject of prior approval) up to £5 per day towards the cost of hiring a similar Item(s) of equipment. The maximum total benefit payable in any one Policy year is £100. (inc VAT)

Exclusions

No benefit is payable for the first 7 days following the Insured Event.

COVER - Section 9 Hospital Benefit

In the event of the User being admitted to hospital following accidental bodily injury sustained in direct connection with the Scooter or Wheelchair in any one Policy year the User will receive a benefit of up to £10 towards incurred expenses for each day that the User is hospitalised. The maximum total benefit in any one Policy year is £250.

Exclusions

No benefit is payable for the first 7 days of hospitalisation

COVER - Section 10 Personal Assault

In the event of the User being mugged or assaulted using the insured Item(s) necessitating hospital inpatient care, the Insurer will pay a benefit of up to £250 to the User subject to a satisfactory doctor's and police report being provided.

COVER - Section 11 Manual Wheelchair Cover

In addition to the Insured Item(s) stated on the Schedule, the Insurer will include cover in respect of a manual wheelchair belonging to the Insured up to a maximum Sum Insured of £2000.

COVER - Section 12 Worldwide (including Baggage Handler Cover)

The Geographical Limits of the policy extend to worldwide in respect of Section 1 and 2 only, for a maximum period of up to 50 days whilst an Scooter or Wheelchairs (are) temporarily outside the Geographical Limits.

The Maximum amount payable in respect of damage to the Scooter or Wheelchair whilst in the possession or control of airport authorities, baggage handlers or whilst on aircraft, is limited to the difference between the amount recovered from the baggage handler and the cost of repair or replacement, not exceeding the Market Value.

COVER – Section 13 Puncture Care

The Insurer will pay towards the cost of repairing a tyre Puncture on the Insured Item. Limit any one claim £100. The maximum total benefit payable in any one policy year is £200.

Exclusions

Any damage to the tyre caused by use whilst punctured or deflated

GENERAL EXCLUSIONS TO ALL SECTIONS

The Insurer shall not be liable in respect of:-

- a) loss or damage to any Item(s) or any loss or expense or any legal liability directly or indirectly caused by or contributed to by or arising from:-
 - i. explosive nuclear assembly
 - ii. sonic boom
 - iii. riot in Northern Ireland
- b) Electrical or mechanical breakdown, failure or derangement, or manufacturing defects.
- c) Faulty maintenance, adjustment, design, plan, specification or materials.
- d) Liability or loss of or damage to Item(s) more specifically insured.
- e) Loss or damage to the residential property and its contents at which the User normally resides.
- f) Loss or damage caused by or arising from:-
 - i. wear, tear, rot, mildew, fungus, woodworm, insects, vermin, chewing, scratching, tearing and fouling, atmospheric, climatic or weather conditions (unless specifically included) or gradual deterioration, spillage, cigarette burns or scorching.
 - ii. Any process of cleaning, dyeing, repairing, restoring or renovation.
- g) Loss or damage:-
 - i. Caused by misuse wilful act or neglect by the Insured or the User and/or any members of the Insured's family or the User's family.
 - ii. Resulting from incorrect or inappropriate use of the Insured Item or costs incurred in rectification.
 - iii. Arising from the use of accessories that have not been approved by the manufacturer.
- h) Repairs carried out by anyone other than an authorised repairer approved by the Insurer.
- i) Any increase in costs necessary to fit non-identical replacement parts
- j) Loss of use of the Insured Item(s), or Consequential Loss of any nature.
- k) Radiation
Any direct or indirect consequence of:
 - i. Irradiation, or contamination by nuclear material; or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- l) Electronic Data: 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.

GENERAL CONDITIONS

Duty of the Insured: The Insured must maintain the 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.

Claims

- a) Upon learning of any circumstances likely to give rise to a claim, the Insured must:-
 - i. Notify the Administrator as soon as reasonably possible.
 - ii. Provide without expense to the Administrator, all Certificates, evidence, information or assistance that the Insurer may reasonably require.
 - iii. Notify the Police immediately about any loss or damage by Theft, attempted Theft, Malicious Damage, Vandalism, or Accidental Loss and submit a copy of the report and crime number to the Administrator.
 - iv. Forward to The Administrator, immediately, every letter, claim, writ or other document received about any loss.
 - v. Within 30 days supply without expense to the Administrator, full details of the claim in writing together with any supporting evidence that the Insurer may require.
- b) The Insurer is entitled to enter any building where loss or damage has occurred and deal with salvage in a reasonable manner. No Item(s) may be abandoned to the Insurer.
- c) The Insurer may at its option, repair, reinstate or replace Item(s), or any part of it, lost or damaged. If the Insurer repairs, reinstates or replaces the Item(s), it will not be bound to do so exactly but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the Market Value on any Item(s) (unless New for Old cover applies). The Insurer will not be liable for that part of any repair or replacement which improves the Scooter or Wheelchair beyond its (their) condition immediately before the loss or damage occurred. In the event of any parts required for repair being unobtainable, the Insurer may offer cash in lieu of repairs at an amount deemed reasonable by the Insurer. The maximum amount the Insurer will be liable to pay is £7000 or the sum insured if stated on the Schedule.
- d) The Insurer is entitled at its own expense to take proceedings in the name of the Insured to recover any payment made under this Policy when it considers that there are rights of recovery against other parties and the Insured must assist when reasonably required to do so. The Insured must not make any payment or admission of liability, without the written consent of the Insurer. The Insurer is entitled to take over and conduct in the name of the Insured any negotiations or legal action connected with a claim under the Policy.

Other Insurances: If loss, damage or liability that is the subject of a claim under this Policy is covered by any other Insurance, the Insurer will not pay more than its rateable proportion. If liability for the loss, damage or injury rests with the carer or assistant and that same liability is covered elsewhere, the protection under this Policy is void and no contribution to the claim payment will be made.

Cancellation:

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to the Administrator 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 the Administrator however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 day's 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 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 ask.

If we 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 we have provided cover.

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

CONSUMER DISCLOSURE ACT

You must take reasonable care to provide information that is accurate and complete answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not accurate and complete, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

If you become aware that information you have given us is inaccurate or has changed, you must inform us or the administrator 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 we may not pay any claim in full.

Arbitration: If the Insurer accepts that there is a claim under this Policy but there is a disagreement about the amount to be paid, the disagreement will be referred to an Arbitrator appointed according to current statutory provisions. In these circumstances the Arbitrator's award must be made before there is any right of action against the Insurer.

Change of Circumstances: This Policy will be void unless the Insurer has agreed in writing to accept any change of circumstances that occurs after commencement of the insurance and changes the risk of loss, injury or damage.

Fraud: You must not act in a fraudulent way. If you or anyone acting for you:

- a) fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- b) fails to reveal or hides a fact likely to influence the cover we provide;
- c) makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- d) sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- e) makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- f) makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- g) If your claim is in any way dishonest or exaggerated,

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

Geographical Limits: Cover applies within the Geographical Limits. The Policy extends cover as defined under Section 13 of the Policy.

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.

Observation of Policy Terms: The Liability of the Insurer will be conditional on any person claiming indemnity or benefit observing the terms of the Policy.

Total Loss: Upon payment of a claim following a Total Loss of the Insured Item(s), all cover under this Policy will cease.

HOW TO MAKE A CLAIM

You must report any claim to the Administrator as soon as reasonably possible and provide your policy number and any other information and assistance which We may reasonably require:-

MB&G Insurance Services Limited,
Cobalt Business Exchange,
Cobalt Park Way
Newcastle Upon Tyne
NE28 9NZ

Tel 0191 258 8175
Email mobilityclaims@mbginsurance.com

(Normal working hours (9am – 5pm Monday to Friday excluding bank holidays))

Please note that in certain circumstances MB&G Insurance Services Ltd will choose suitable legal representation to act upon *your* behalf.

UK General Insurance Ltd is an insurers agent and in the matters of a claim act on behalf of the insurer.

COMPLAINTS PROCEDURE

It is our 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:

Regarding the sale of the policy please contact the Administrator:

If Your complaint about the sale of Your policy cannot be resolved by the end of the third working day your complaint will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If Your complaint is regarding the handling of a claim please contact the:

MB&G Insurance Services Ltd
Cobalt Business Exchange
Cobalt Park Way
Newcastle Upon Tyne
NE28 9NZ

Tel – 0191 258 8175

Email – mobilityclaims@mbginsurance.com

In all correspondence, please state that Your insurance is provided by UK General Insurance Ltd and quote scheme reference 06467A.

If Your complaint cannot be resolved by the end of the third working day, it will be passed to:

The Customer Relations Manager,
UK General Insurance limited,
Cast House, Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

In all correspondence, please state that Your insurance is provided by UK General Insurance Ltd and quote scheme reference 06467B.

If Your complaint cannot be resolved by the end of the third working day, it will be passed to:

The Customer Relations Manager,
UK General Insurance limited,
Cast House, Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR
Tel: 0800 023 4 567

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.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting 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.

DATA PROTECTION ACT 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area (EEA). All countries in the EEA, which includes the UK, have similar standards of legal protection for your personal information. If we share your information outside the EEA we will require your personal information to be protected to at least UK standards.