



# MOBILITY SCOOTER WARRANTY

Your Policy Wording

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## Your Policy Wording

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# MOBILITY SCOOTER WARRANTY

## Your Policy Wording

### Your Policy

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten by UK General Insurance Limited 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.

Fish Insurance is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

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. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

### Definitions

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

**Administrator:** Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW.

**Breakdown:** Sudden and unforeseen electrical or mechanical failure.

**Computer Virus:** 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.

**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.

**Electronic Data:** 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.

**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.

**Geographical Limits:** England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Isles.

**Insured:** The person, people or organisation named in the Schedule.

**Insured Event:** Breakdown of an Insured Item(s)

**Insured Item(s):** Those Item(s) listed in the Schedule for which the insured has paid the premium.

**Market Value:** The cost of the Insured Item will be calculated using the following table:

Up to 2 years old	Original purchase price
Up to 3 years old	80% of original purchase price
Up to 4 years old	70% of original purchase price
Up to 5 years old	60% of original purchase price
Up to 6 years old	50% of original purchase price
Up to 10 years old	40% of original purchase price

**No cover for Insured Items over 10 years old**

**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.

**The Insurer:** UK General Insurance Limited on behalf of Great Lakes Insurance SE.

**Total Loss:** Total Loss of the Insured Item(s) by an Insured Event including circumstances where the Insured Item(s) is (are) deemed to be beyond economical repair.

**User:** Any person using the Insured Item(s) with the express permission of the Insured and in accordance with all applicable legislation.

## Cover

If there is a Breakdown of the Insured Item(s) within the Period of Insurance, The Insurer shall, at their option, repair or replace the faulty materials or pay cash in lieu. The Insurer will pay reasonable labour and transport charges in respect of any valid claim.

## Specific Exclusions

The Insurer shall not be liable in respect of: -

- (a) Where the manufacturer's warranty has expired, there is no cover for the first 90 days from inception date of the Policy
- (b) The cost of servicing and maintenance including adjustments, lubrications or modification arising there from
- (c) The cost of replacing or repairing consumable items, e.g. brake linings, batteries, light bulbs, fuses etc.
- (d) Loss or damage to any framework, bodywork, external accessories, stairlift tracking and stairlift cables.
- (e) Accidental Damage of any kind
- (f) Damage to tyres (including punctures and bursts)
- (g) The cost of: -
  - i. Materials and labour charges for which the manufacturer, supplier or any other person may be held responsible under the terms of any express guarantee or warranty.
  - ii. Repair or replacement parts necessitated by manufacturer's defects that involve recall, replacement or repair by the manufacturer.
  - iii. Any losses resulting from the manufacturer's failure to comply with the requirements of CE marking and regulatory controls.
  - iv. Losses resulting from the manufacturer's failure to publish and supply information about weight loading or other technical data affecting the use of the Insured Item(s).
  - v. Repetitive claims – more than one repair to (or replacement of) any one part of the Insured Item(s)
- (h) Any increase in cost above the manufacturer's last published list price of replacing parts destroyed or damaged and no longer available, or due to repairs being delayed.
- (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) Repairs carried out by anyone other than Authorised Repairer appointed by The Insurer.
- (l) Breakdown where the fault was evident during the manufacturer's warranty period or before commencement of this Policy
- (m) Any costs incurred where no faults is found on the equipment.

## General Exclusions

The Insurer shall not be liable in respect of: -

- (a) Any direct or indirect consequence of irradiation, or contamination by nuclear material; or  
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or  
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- (b) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- (c) Any direct or indirect consequence of War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- (d) Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.
- (e) Loss or damage occurring whilst the Insured Item(s) is in the possession or control of airport authorities, airlines, baggage handlers or whilst on aircraft.
- (f) Loss of or damage to property more specifically insured.
- (g) Damage to trailing leads and cables.
- (h) Damage to any equipment caused by misuse of the reclining mechanism or reclining against a fixed object.
- (i) 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.
- (j) 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.
- (k) Any loss or damage caused directly or indirectly by the failure of: -
- i. Any computer equipment, system or software; or
  - ii. Any products, equipment or machinery containing or connected to or operated by means of a data processor chip; to correctly recognise, respond or process any data or instruction or any date or part of a date as its true calendar date.
- (l) Any mechanically propelled vehicle exceeding 8mph unless specifically accepted by The Insurer

- 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). In the event of parts required for repair being unobtainable, **The Insurer** may offer cash in lieu of the cost of the repairs. 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.

## General Conditions

### 1 Duty of the Insured:

**The Insured** must maintain the Insured Item(s) in efficient condition and good repair and take all precautions to prevent accidents, injury, loss or damage. **The Insured** Item(s) must be used and maintained according to the manufacturer's instructions and serviced at least once annually.

### 2 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. Forward to the **Administrator**, immediately, every letter, claim, writ or other document received about any loss.
  - iv. 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

### 3 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.

### 4 Cancellation:

We hope that you are happy with the cover this Policy provides. However, if after reading this Policy, this insurance does not meet with your requirements, then please let Us know within 14 days of issue and we will refund your premium, subject to no claims. Thereafter you may cancel your Policy at any time, however no refund of premium will be available other than for the full unexpired years of insurance. We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice where there is a valid reason for doing so. Valid reasons may include but are not limited to:

- a) 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.

# MOBILITY SCOOTER WARRANTY

## Your Policy Wording

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.

### **5 Consumer Insurance (Disclosure & Representations) Act:**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- (a) supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under the Policy;
- (b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
- (c) tell **Us** of any changes to the answers You have given as soon as possible.

**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

### **6 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.

### **7 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; this includes changes to your health which would affect your ability to use the mobility equipment, change of equipment, address or user.

### **8 Total Loss:**

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

### **9 Fraud**

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

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
- fails to reveal or hides a fact likely to influence the cover We provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- 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.

**10 Geographical Limits:** Cover applies within the Geographical Limits. The Policy extends cover for up to 21 days outside the Geographical Limits during any one Policy year.

**11 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.

**12 Language:** The contractual terms and conditions and other information relating to this contract will be in the English language.

**13 Arbitration/Mediation:** A dispute between **You** and us may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who You and We agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will

be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against you, they are not covered under this policy. This arbitration condition does not affect **Your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of Your claim being turned down, **We** will treat the claim as abandoned.

### How to make a claim

Contact our Claims Team on 0333 331 3840<sup>^</sup> or alternatively in writing at 12 Sceptre Court, Sceptre Way, Bamber Bridge, PRESTON, PR5 6AW. Please have details of the incident and your Policy details available.

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of The Insurer.

### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the FSCS. You may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://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.

### UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

#### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

#### UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### Complaints Procedure

If you are unhappy in any way with the service you have received from Fish Insurance, our complaints procedure enables you to express your dissatisfaction and have a full understanding of how your complaint will be handled.

If unfortunately, you feel our customer service levels have failed to meet your expectations, please contact us:

**By email:** [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk)

# MOBILITY SCOOTER WARRANTY

## Your Policy Wording

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**By telephone:**

**Claims related** 0333 331 3840^

**Other complaints** 0333 331 3900^

**In writing:**

The Complaints Officer, Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW

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 €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9 123

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

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.

The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If you do not refer your complaint within 6 months of our final decision The Financial Ombudsman Services will not have our permission to review your case and will only be able to do so in limited circumstances, such as if the delay was to exceptional circumstances.