

# Mobility Scooter & Powered Chair Insurance

1 June 2017 - 31 May 2018 - v1



Your Journey  
Our World





**Thank you for choosing mobility scooter insurance from the ETA. You can rest assured that you and your scooter are now in safe hands.**

Over the last 27 years, we have earned a reputation for being efficient, reliable and environmentally friendly. Our customers put their trust in us year after year because they demand an excellent service that can be relied upon when it matters. It's a responsibility we take extremely seriously and one of the reasons we have been voted Britain's most ethical insurance company by the Good Shopping Guide.

You may also be interested to learn that as part of our continuing commitment to the environment, we work hard to promote safer and more sustainable transport. When you buy insurance from us, you help fund projects such as our Safer Road Crossings campaign - work that helps get zebra crossings installed on the streets that need them.

Thank you for helping to make this work possible.

On behalf of our team, I welcome you to the ETA and wish you safe travels this year.

Best wishes

Andrew Davis  
Managing Director



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# Important numbers

Useful numbers	
<b>If you break down call:</b> (Calls from mobiles or landlines charged as local rate calls)	<b>020 7183 8199</b>
<b>If you are involved in a collision and would like legal advice call:</b>	<b>0345 389 1050</b>
<b>If you need to make a claim call</b> (Calls from mobiles or landlines charged as local rate calls)	<b>0344 412 4296</b> <b>Email: <a href="mailto:specialistclaims@directgroup.co.uk">specialistclaims@directgroup.co.uk</a></b>

Please note: this is just an overview of your cover. Please read the attached policy documents for complete cover terms. Words in bold are defined on page 8.

# Important information

Please note this is just an overview of your cover. Please read the full policy wording for complete cover terms. Words in bold are defined on page TBC.

## Key changes to the mobility scooter insurance policy you might have purchased last year are:

- There is now no excess payable against claims under section A - Theft, accidental loss and damage
- Hospital benefit is now included up to £250 (see page 16)
- Personal assault/mugging benefit is now included up to £250 (see page 17)
- Personal effects cover is now included up to £250 (see page 18)



# Important information

This insurance covers your mobility scooter or powered chair for theft and accidental damage occurring within Britain, and for up to 90 days worldwide whilst left unattended at any time provided that you have complied with the following:

1. Your mobility scooter/power chair has not been left unattended for more than 1 hour, unless it is stored in a locked private building.
2. Your mobility scooter/power chair has not been left unattended for more than 1 hour, unless it is secured to an immovable object with a padlock and chain.
3. Your mobility scooter/power chair has been stored out of sight in a locked vehicle.

## This policy also provides

- New for old protection against the theft, vandalism and accidental damage (incl. flood, fire and storm) of your mobility scooter/power chair up to the value of £3,500
- Up to £5m liability cover to protect against claims for injury or damage to persons or property caused whilst using your mobility scooter/power chair
- Personal accident cover up to £20,000
- Breakdown cover (including punctures) to take you home, and your mobility scooter/power chair for repairs
- Hire costs, whilst your claim is being processed
- Loss of keys

## Significant exclusions

1. Theft following abandonment where your mobility scooter/power chair has been left for more than one hour, where public access could be achieved.
2. Theft where the keys (or anything which substitutes a key) are left in, on or about the mobility scooter/power chair whilst it is left unattended.
3. Theft outside of Britain for cover exceeding 90 days, during any one period of insurance.
4. Claims where the mobility scooter/power chair has been left unattended whilst secured to an immovable object, for more than 12 hours at any one time, where public access could be achieved.
5. Loss or damage caused by depreciation in value, wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical failure, scratching, misuse, or atmospheric or climatic conditions.
6. Theft or attempted theft of the mobility scooter/power chair whilst left unattended for more than one hour unless:
  - a) It is secured to an immovable object, or
  - b) It is in a locked private building where all external doors and windows are locked and theft is occasioned by forcible and/or violent entry, or it is locked in a vehicle and stored out of sight where theft is occasioned by forcible and/or violent entry.
7. Loss or damage to tyres or fixed accessories unless they are permanently fixed to the mobility scooter/power chair and the mobility scooter/power chair is lost or damaged at the same time.
8. Claims for theft, vandalism and accidental damage that exceed a maximum settlement of £3,500.

# Important information

## The legal bit

Please take time to read the attached full policy document to make sure you understand the cover provided. This summary does not form part of your contract of insurance. Your cover is valid until the date specified on your ETA documentation. Please refer to your ETA documents, which you are provided with when the policy is issued or amended, this will detail the type, level and period of insurance provided.

The insurance is 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*

## Policies are administered by

*ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8RS*

## Claims are administered by

*Direct Group  
Specialist Claims  
PO Box 1192  
DN1 9PU*

## Cancellation right

You have the right to cancel this policy within 14 days of the start date of the policy without giving any reasons and you will receive a full refund unless a claim has been made. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy. Should you cancel after 14 days we will refund you with an amount proportionate to the unexpired period remaining on the policy, unless a claim has been made.

The ETA reserves the right to withdraw and cancel insurances if you fail to pay premiums or instalments of premiums on demand, or fail within seven days of a written request from us, to provide any documentation or information required by us. In the event of our cancelling a policy after its beginning or its renewal our fees or commission will not be returnable.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days 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) 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 complete and accurate answers to the questions we ask.

Where there investigations provide evidence of fraud or a serious non-disclosure, they may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided them with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If they 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 they have provided cover, unless the reason for cancellation is fraud and/or misrepresentation they are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

## **Compensation scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You might be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business 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).

## **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.



# Mobility Scooter & Powered Chair Insurance

## General Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy:

**Abandonment** means being left in a location for more than one hour to which there is **public access**.

**Administrator / ETA** means ETA Services Ltd, 68 High Street, Weybridge KT13 8RS.

**Britain** means Great Britain and Northern Ireland, the Channel Isles and the Isle of Man.

**Breakdown** means an electrical or mechanical failure which immediately renders the vehicle immobilised or dangerous to drive. This definition shall also include lost, snapped or stolen keys.

**Europe** means geographical Europe, to include all countries having a Mediterranean shoreline, Canary Isles, Madeira and Jordan (Europe does not include Azerbaijan, Armenia or Georgia, which are in Asia).

**Family** means parents, spouse, partner, son, daughter or siblings (aged 16 years or over) residing at the same address.

**Fixed accessories** means equipment added and fixed to the mobility scooter/power chair in addition to the manufacturer's original specifications, which in order to remove would require the use of a tool.

**Home** means **your** home or a temporary address whilst **you** are on holiday (in **Britain**).

**Immovable object** means any solid object that cannot be moved without damaging or destroying it.

**Insured event** means loss or damage to **your** mobility scooter/power chair caused by accidental damage, deliberate damage, loss or as a result of natural causes (e.g. fire, flood or storm).

**Injury** means bodily injury directly and, solely caused by accidental external violent and visible means.

**Pay and Claim** means **you** are initially responsible for any costs for which **we** will reimburse **you** for.

**Period of insurance** means the period specified on **your** ETA documents from the date of acceptance by **us** of the insurance, provided that the appropriate premium has been paid.

**Permanent total disablement** means a disability lasting at least 12 calendar months, which entirely prevents **you** from attending to any business, or occupation of any kind, and at the end of that period being beyond the hope of improvement.

**Proof of purchase** means original purchase receipt, showing the date, price paid, details of the mobility scooter/power chair, name and address of seller, or other evidence, which clearly demonstrates ownership

**Public access** means an area (regardless of it being private property) to which the public can gain entry without force.

**Unattended** means whilst the mobility scooter/power chair is not being held or used by **you**.

**We/Our/Us/Insurers** means UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

**You/Your** means the **ETA** customer as detailed on **your** **ETA** documents.

# A - Theft, accidental loss and damage

## Theft, accidental loss and damage

**We** will indemnify **you** against theft, accidental loss or accidental damage to **your** mobility scooter/power chair, providing **you** have adhered to the terms and conditions of this policy.

## Get you home cover

As well as breakdown cover, this policy also includes get **you home** cover so if your scooter/power chair is stolen or damaged, we will help **you** get **home**.

If **you** suffer accidental damage or theft to **your** mobility scooter/power chair occurring more than one mile from **your home**, **we** will pay up to a maximum value of £50 (**pay and claim** basis) for the reasonable cost of taxi hire in order to get **you** to **your** onward destination or **home**.

This will only be considered as part of a claim for repair or replacement of the insured mobility scooter/power chair.

## Hire cover

**We** will reimburse the hire costs of a replacement mobility scooter/power chair whilst **your** claim is being processed up to a maximum value of £250.

## Lost keys

**We** will reimburse the cost of replacement keys (or anything that substitutes a key) to **your** mobility scooter/power chair up to a maximum value of £100.

## Conditions applicable to theft and damage

1. **We** will pay the cost of repair, or pay the cost of replacement as new, or, at **our** discretion, arrange for repair or replacement to be effected.
2. In the event of partial loss, **your** policy will be continued automatically, however, where a claim resulting in a total loss, and a replacement or cash payment has been provided, **your** policy will only be reinstated upon **your** notifying **us** of **your** replacement items. There will be no change to **your** scheduled renewal date.
3. Following a claim **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.
4. When making a claim, **you** will need to produce evidence of **proof of purchase**, of the mobility scooter/power chair in the form of an original purchase receipt.
5. Prior to the settlement of a claim for loss or damage where the mobility scooter/power chair is deemed a total loss, **we** have the right to take and keep possession of it or, any part, and deal with the salvage in a reasonable manner.
6. Should the mobility scooter/power chair be recovered, **you** shall not abandon it to **us**, but it is **your** responsibility to notify **us**.
7. Claims for damage must be approved by **us** prior to repairs being carried out.
8. Claims for theft or damage must be reported to the police, and a crime reference number obtained, within 24 hours of the incident.

## Exclusions applicable to theft and damage

1. Theft following **abandonment** where **your** mobility scooter/power chair has been left for more than one hour, where **public access** could be achieved.
2. Theft where the keys (or anything which substitutes a key) are left in, on or about the mobility scooter/power chair whilst it is left **unattended**.
3. Theft outside of **Britain** for cover exceeding 90 days, during any one **period of insurance**.
4. Claims where the mobility scooter/power chair has been left **unattended** whilst secured to an **immoveable object**, for more than 12 hours at any one time, where **public access** could be achieved.
5. Loss or damage caused by depreciation in value, wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical failure, scratching, misuse, or atmospheric or climatic conditions.
6. Theft or attempted theft of the mobility scooter/power chair whilst left **unattended** for more than one hour unless:
  - a) It is secured to an **immoveable object**, or
  - b) It is in a locked private **building** where all external doors and windows are locked and theft is occasioned by a **forcible and/or violent entry**, or It is locked in a vehicle and stored out of sight where theft is occasioned by a **forcible and/or violent entry**
7. Loss or damage to tyres or **fixed accessories** unless they are permanently fixed to the mobility scooter/power chair and the mobility scooter/power chair is lost or damaged at the same time.
8. Claims that exceed a maximum settlement of £3,500.

## Exclusions applicable to get you home cover

1. Any costs other than the taxi fare to transport **you** and **your** mobility scooter/power chair to **your** onward destination.
2. Claims where the cost exceeds more than £50.
3. Claims where evidence of expenditure cannot be provided.

## Exclusions applicable to hire cover

1. A claim can only be made as part of a claim for repair or replacement of the insured mobility scooter/power chair.
2. Any costs for hire which have not been agreed with **us**.
3. Claims where **our** prior authority has not been obtained.
4. Claims where the costs of hire are greater than a normal charge through a recognised supplier.
5. Claims where the costs exceed more than £250 during any one **period of insurance**.
7. Claims where evidence of expenditure cannot be provided.
8. Claims where costs are incurred by anyone other than **you**.

## Exclusions applicable to lost keys

1. Where the costs are greater than a normal charge through a recognised supplier.
2. Where the costs exceed more than £100 during any one **period of insurance**.
3. Where evidence of expenditure cannot be provided

# B – Personal accident

## Personal accident

We will pay the amount shown below if, at any time whilst **you** are using the mobility scooter/power chair, **you** are involved in an accident, which solely and independently of any other cause, leads to bodily **injury** which results in **your** death, loss of limb, loss of sight or **permanent total disablement**. The amounts we will pay under this section are:

Loss of Limb	£10,000
Loss of Sight	£10,000
Permanent Total Disablement	£10,000
Death	£20,000

## Conditions applicable to this section

1. Benefit under this section shall be payable to **you**, **your** executors and/or **your** nominees.
2. Benefit is limited to a maximum of £20,000 per person.

## Exclusions applicable to this section

1. Any accident when **you** are aged under 16 or over 85
2. Any claim for **permanent total disablement** benefit when you are aged over 65.
3. Any accident which occurs outside of **Europe**.
4. Suicide, attempted suicide or intentional self-**injury** or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **your** own criminal act.
5. Any accident directly or indirectly resulting from stress, trauma or psychiatric illness.
6. Any benefit when **your** death, **injury** or loss does not occur within 180 days of the accident; or personal liability of whatsoever nature, directly or indirectly caused, or contributed to.
7. Any benefit where **you** cannot prove to **us** that the **permanent total disablement** has continued for 12 months from the date of the accident and in all probability will continue for the remainder of **your** life.
8. More than one benefit under this section.
9. Any accident not involving the use of a mobility scooter/power chair.



# C – Personal liability

## Personal liability

**We** will become legally liable to pay for accidental bodily **injury**, death, or accidental damage to any person or accidental damage to third party property, which arise from **your** use of any mobility scooter/ powered chair.

## Conditions applicable to this section

1. The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent.
2. The maximum amount **we** will pay under this section is £5 million.
3. A deductible of £250 will be applied for each and every claim arising from damage to third party property.

## Exclusions applicable to this section

1. Any liability or accident occurring outside **Britain**.
2. **You** when aged under 16 or over 85.
3. Liability arising from loss or damage to property which belongs to **you**, or is in **your** care, custody or control.
4. Any liability where **you** are entitled to indemnity from another source.
5. Any liability when punitive, exemplary or aggravated damages are awarded against **you**.
6. Indemnity under this section in respect of **injury**, loss, damage, cost or expenses, of whatsoever nature, directly or indirectly caused by, or resulting from, or in connection with, any act of terrorism.
7. Any liability for bodily **injury**, loss or damage
  - a) to **your** employees or members of **your family** or household, or to their property;
  - b) arising out of, or in connection with, **your** trade, profession or business, or assumed under contract;
  - c) arising out of the ownership, possession, use or occupation of land or buildings;
  - d) arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals, or firearms or weapons
8. Any liability not involving the use of a mobility scooter/ powered chair.
9. Any liability arising from a contract where **you** would have been liable in any event.
10. Any liability whilst using the mobility scooter/ powered chair professionally or for any trade/ business except commuting to and from work, or incidental use of the mobility scooter/ powered chair in the course of **your** work.
11. Any liability whilst using the mobility scooter/ powered chair for racing, pacemaking, time or reliability trials or whilst practising and/ or training for any of them.

# D – Breakdown cover

## Breakdown cover

If **you** mobility scooter/power chair suffers a breakdown, or **you** are involved in a crash:

- **We** will offer up to one hour's free labour at the roadside in order to get **your** mobility scooter/power chair moving again.
- If **we** cannot get **your** mobility scooter/power chair moving again, **we** will take **you** and **your** mobility scooter/power chair to **your home** address, or to a suitable repairer within a 25 mile radius.
- Should **you** be unable to access the recovery vehicle **we** will provide a taxi to take **you** to **your home** address within a 25 mile radius (please notify **us** of this when calling to request assistance).

## Exclusions applicable to this section

1. Any costs other than the initial call out charge and transportation of **you** and **your** mobility scooter/power chair to one of the above destinations within a 25-mile radius.
2. Any **breakdown** which occurs outside of **Britain**.

**Broken down?**  
**Call: 020 7183 8199**

# E - Hospital benefit

If **you** are an in-patient in hospital because of an accident whilst using **your** mobility scooter, then **we** will pay £15 for each complete 24 hour period that **you** are in hospital as an in-patient.

## Conditions applicable to this section

1. Benefit is subject to **your** injuries requiring hospitalisation as an in-patient.
2. The maximum benefit payable will not exceed £250 during the **period of insurance**.

## Exclusions applicable to this section

1. Any incident that does not involve the use of a mobility scooter.
2. Any claim that exceeds £250 during the **period of insurance**.

# F - Personal assault / mugging

If **you** are mugged or personally assaulted whilst using **your** mobility scooter, and as a result **you** are admitted as an in-patient in hospital, then **we** will pay £15 for each complete 24hr period that **you** are in hospital as an in-patient.

## Conditions applicable to this section

1. The incident must be reported to the police and a crime reference number obtained.
2. Benefit is subject to **your** injuries requiring hospitalisation as an in-patient.
3. The maximum benefit payable will not exceed £250 during the **period of insurance**.

## Exclusions applicable to this section

1. Any claim that exceeds £250 during the **period of insurance**.
2. Any claim where evidence of **your** injuries and in-patient care has not been provided.
3. Any incident that does not involve the use of a mobility scooter.

# G - Personal effects

If during the time of loss and/or damage to **your** mobility scooter, **you** also suffer loss and/or damage to **your** personal effects, **we** will pay **you** up to £250.

## Conditions applicable to this section

1. The maximum amount payable will not exceed £250 during the **period of insurance**.
2. The incident must be reported to the police and a crime reference number obtained.

## Exclusions applicable to this section

1. Any claim that exceed £250 during the **period of insurance**.
2. Any claim for loss of money, documents, tickets or stamps.
3. Any incident that does not involve the use of a mobility scooter.



# General conditions

## Applicable to all sections

1. **You** must be over 16 years of age and a permanent legal resident of **Britain**.
2. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
3. **You** shall take all reasonable steps to safeguard against accident, **injury**, loss, and damage and shall maintain the mobility scooter/power chair in an efficient and roadworthy condition. Failure to comply with this condition may invalidate **your** claim.
4. **We** will be entitled to take over and deal with, in **your** name, the defence or settlement of any claim at **our** discretion and to take proceedings at **our** expense to recover for **our** benefit the amount of any payment made under this policy.
5. Other insurances - If any loss, destruction, damage or liability insured by this policy, other than by Section B, is covered by any other insurance **we** shall pay only its rateable portion.
6. **We** will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if a claim made by **you**, or anyone acting on **your** behalf, to obtain any benefit is fraudulent or intentionally exaggerated; or a false declaration or statement is made in support of a claim under this policy.
7. Unless another 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 Great Britain in which **your** main residence is situated.
8. In the event of a claim payment as a consequence of any **insured event**, **we** will deem that full liability has been met under the terms of this policy. In no circumstances shall the liability of the **insurers** exceed the insured value or claim limit.
9. If **you** have not claimed for a full 12-month period, **you** will receive a no claims discount on **your** renewal premium in accordance with the scale of discount applicable at renewal of **your** insurance.
10. It is possible that a claim may be made under a policy after its expiry so it is important that **you** keep such documents safely.
11. **We** cannot, in all cases, maintain a permanent record of information disclosed to **us** and therefore, it is **your** responsibility to ensure that all proposal forms and documents are correct. Any relevant changes in circumstances or in the risk must be notified to **us** as soon as **you** become aware of them and cover might, in certain circumstances, be invalid until **we** have accepted the changes.
12. **We** invite renewals on the understanding that there have been no changes in the risk.
13. The onus is upon **you** to ensure that all information supplied to **us** is accurate and **we** cannot accept any responsibility in the event of such information being inaccurate. **You** must, upon receipt of a policy document, check that the policy accurately reflects **your** instructions and changes required are notified to **us** immediately.
14. **You** have the right to cancel this policy within 14 days of the start date of the policy without giving any reasons and **you** will receive a full refund unless a claim has been made. **We** may keep an amount that reflects the administrative costs of arranging and cancelling the policy. Certain claim payments might cancel **your** policy. Should **you** cancel after 14 days **we** will credit **your** **ETA** customer account with an amount proportionate to the unexpired period remaining on the policy for a maximum of three years upon when it will not be recoverable. However should a claim have been made, this credit will not apply.
15. The **ETA** reserves the right to withdraw and cancel insurances if **you** fail to pay premiums or instalments of premiums on demand, or fail within seven days of a written request from **us**, to provide any documentation or information required by **us**. In the event of **our** cancelling a policy after its beginning or its renewal **our** fees or commission will not be returnable.

16. **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 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) fraud
- b) non-payment of premium
- c) threatening and abusive behaviour
- d) non-compliance with policy terms and conditions

Provided the premium has been paid in full, **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

17. The **administrators** may make the following charges, regardless of whether the policy has been cancelled or not: £5 for postal charges, £5 for contact charges, £10 for payment method charges. Any such fee will always be notified to **you** in advance and is non-refundable in the event of cancellation after the initial cancellation period has expired.

18. Claim payments will be made in favour of the name shown on the policy. If payment is required to a third party, **we** require a signed mandate instruction to make payment to a specific payee along with a brief explanation of the request.

19. **Our** files are confidential and **we** reserve the right to refuse to discuss matters relating to **your** insurance or other details held by **us** with any person other than **you** or **your** legal representative. The **administrator** will treat all **your** information as confidential (even when **you** are no longer a customer) except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance and except where law requires **us**. In accordance with data protection legislation, including the Data Protection Act 1998, **you** are entitled to copies of personal data held by **us** upon written application. If **you** do not wish to receive marketing material from **us** please let **us** know.

20. **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** or the **ETA** may ask as part of **your** application for cover
- b) to make sure that all information supplied as part of **your** application for cover is true and correct, and
- c) tell **us** of any changes to the answers **you** have given as soon as possible. Failure to provide answers in line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

21. UK General Insurance Ltd are an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

# General exclusions

## Applicable to all sections

1. Any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for **you** to collect **your** mobility scooter or powered chair from a repairer or for any time that has to be taken off work because of a theft, accident or **breakdown**.
2. This policy does not provide cover for any personal accident or personal liability of any nature, directly or indirectly caused, contributed to, by, or happening through, or in the consequence of:
  - a) Any liability in excess of the amount shown in **your** policy
  - b) Wilful self-inflicted **injury** or illness, suicide or an attempt to commit suicide, wilful exposure to danger, except in an attempt to save a human life, solvent abuse, being under the influence of alcohol or drugs, except those prescribed by a registered doctor and not those drugs prescribed for a drug addiction, or drugs prescribed by a registered medical practitioner where a warning against riding has been given, **your** engagement in any illegal or criminal act prescribed for drug addiction, or drugs prescribed by a registered medical practitioner where a warning against riding has been given, **your** engagement in any criminal or illegal act.
3.
  - a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate

themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

Listed perils: fire, explosion

- 4) This policy doesn't provide insure any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 5) Loss or damage direct or indirectly occasioned by terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- 6) Any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
  - a) irradiation or contamination by Nuclear Material; or
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - c) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

## Complaints procedure

**We** do everything **we** can to make sure that **our** customers get the high standard of service they expect. If **you** feel **you** have cause for complaint regarding the information and advice about **your** policy or a claim under **your** policy, **you** should contact:

Customer Care Manager  
ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8RS  
Tel: 0333 000 1234  
Email: [customercare@eta.co.uk](mailto:customercare@eta.co.uk)

Please remember to always quote **your** **ETA** number in any correspondence, this can be found on **your** **ETA** customer documents.

If **your** complaint cannot be resolved by the end of the third working day, the **ETA** will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Gibraltar Island Road  
LEEDS  
LS10 1RJ  
Tel: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto: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 by letter:

The Financial Ombudsman Service  
Exchange Tower  
LONDON  
E14 9SR  
Tel: 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

For more information on this visit  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Your** statutory rights are not affected if **you** choose to follow the complaints procedure above.

For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## Compensation scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business 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)

## 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

This policy wording relates to any policy purchased or renewed with a start date on or between:

**1 June 2017 and 31 May 2018**

**We** may monitor all telephone conversations with the aim of improving **our** service.

At **ETA** our literature is printed on 100% recycled paper from post-consumer waste, is fully recyclable and biodegradable, totally chlorine free, elemental chlorine free, NAPM approved, long life archival usage approved, Nordic Swan environmental awarded and is produced in a mill that holds ISO 14001







# Mobility Scooter & Powered Chair Insurance

1 June 2017 and 31 May 2018



Your Journey  
Our World