



MOBILITY SCHEME

Policy



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Thank **you** for choosing Royal & Sun Alliance Insurance plc. **We** are one of the largest general insurers in the UK and part of the RSA Group, one of the world's foremost financial services providers.

With Royal & Sun Alliance Insurance plc, **you** can be confident that **you** are insured by a company which is relentless in its commitment to protecting and serving **you**. **You** can trust **us** to insure your business, as **we** have been providing leading insurance solutions in the UK for over 300 years.

We work in partnership with **your** insurance adviser to ensure **you** receive the highest levels of product and service excellence. **Our** technical experts understand how best to protect you against the risks **you** face.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Should you need further details or have any questions your insurance adviser will be delighted to help.

Mobility Scheme

Introduction

The parts of the policy are:

- the General Conditions and General Exclusions which apply to all Sections of the Policy and which must be read with them
- the Policy Sections, including their terms, conditions and exclusions. The operative Sections are given on your Certificate of Insurance.

Please read this policy carefully and make sure that it meets your needs and that you understand its terms, conditions and exclusions.

If your cover is for a period longer than 12 months, you should consider periodically if the information on which cover is based is correct and advise of any changes.

The Contract

The proposal, including the declaration, forms the basis of this contract between you and Royal & Sun Alliance Insurance plc.

We provide insurance against loss, destruction, damage, injury or liability (as described in this Policy and subject to its terms, exclusions, limits and conditions) occurring or arising during any Period of Insurance for which you pay the premium.

For Royal & Sun Alliance Insurance plc



Steve Lewis
Chief Executive

General Definitions

Some words have special definitions in the policy and these are listed below. Whenever a word with a special definition is used in the policy it will be printed in bold type.

Accidental Death

Accidental Death caused solely and directly by violent external and visible means which injury shall independently of any other cause be the sole and direct cause of Death.

Advance Gold

for electric wheelchairs and scooters
(Policy Section 1, 2, 3, 5 & 6)

Advance Manual

for manual wheelchairs
(Policy Section 1, 2, 3, 5 & 6)

Advance Warranty Plus

for used/secondhand electric wheelchairs and scooters
(Policy Section 1, 2, 3, 4, 5 & 6)

Advance Warranty Premier

for new electric wheelchairs and scooters
(Policy Section 1, 2, 3, 4, 5 & 6)

British Isles

The British Isles are:

- Great Britain
- Northern Ireland
- the Isle of Man
- the Channel Islands
- journeys by water, air, or rail within or

directly between any of these areas

Endorsement

An amendment to the RSA Policy

Event

Means one incident or all incidents attributable to one source or original cause

Excess

The first part of a claim which you have to bear after all the terms of the Policy have been applied.

Injury

Injury means bodily injury and includes death, disease or illness.

Machine

A manually propelled or electric wheelchair or scooter designed to travel at speeds up to 8 miles per hour.

Market Value

The cost of replacing the Product with a product of the same make, model, specification and age, and which is in the same condition as the Product was immediately before the loss or damage which is being claimed for

Operative Cover

The Sections Operative stated on your Certificate and for which you have paid the Premium.

Period of Insurance

The effective dates shown on the Certificate of Insurance.

Pollution or Contamination

- a All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b all injury or loss or damage directly or indirectly caused by such pollution or contamination.

Property

- a Material property
- b other property where loss or damage arises from trespass, nuisance or any interference with right of way, light, air or water.

The Insured/you/your

The person(s), company or firm named as "The insured" in the policy and specified in the Certificate, who has paid the Premium for this insurance.

The Insurer/RSA/We/Us/Our

Royal & Sun Alliance Insurance plc

General Exclusions

These exclusions apply to all sections of the Policy.

There are also exclusions which apply to each section of the policy, see each individual section for details.

This Policy does not cover

1 Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any indirect loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 War

Loss, destruction, damage, death, injury, disablement or liability or any indirect loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Terrorism

This Policy does not cover:

- A in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987:
- loss or destruction or damage or any indirect loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
- i any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such Act of Terrorism

In respect of A above an Act of Terrorism

(Terrorism) means:

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government.

- B in respect of territories other than those stated in A above: loss or destruction or damage or any indirect loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
- i any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such act of Terrorism

In respect of B above an act of Terrorism

(Terrorism) means:

An act, including but not limited to the use of force or violence and/or the threat thereof, 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 including the intention to influence any government and/or to put the public or any Section of the public in fear.

In any action, suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any indirect loss is not covered (or is covered only up to a specific limit of liability), the burden of proving to the contrary shall be upon **the Insured**.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Northern Ireland

This Policy does not cover loss or destruction or damage or any indirect loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly or riot, civil commotion and (except in respect of loss or destruction or damage or any indirect loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

5 E. Risks Exclusion

This Policy does not cover:

- 1 loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
 - a programming or operator error whether by **the Insured** or any other person
 - b Virus or Similar Mechanism (as defined below)
 - c Hacking (as defined below)
 - d malicious persons
 - e failure of external networkunless, in respect of **a**, **b** and **c** above, such as loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- 2 any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph of this Exclusion unless, in respect of **1a**, **b** or **c** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other exclusion
- 3 loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any

Computer Equipment of the type described in paragraph 1 of this Exclusion unless, in respect of loss or damage to other property arising from **1a, b or c** above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- 4 loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
- a the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - b the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in **4a** above
 - c any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of **4b** and **c** above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this for any other policy exclusion

- 5 any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly from the type of loss or destruction or damage described in paragraphs **3** and **4** of this Exclusion unless, in respect of **3 4b** and **c** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

Computer Equipment means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of **the Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

Hacking means unauthorised access to any computer or computer equipment, component, system or item, whether the property of **the Insured** or not, which processes, stores, transmits or retrieves data.

6 Date Recognition Exclusion

The cover provided by this Policy does not apply to any expense, loss, damage (including any indirect loss or damage), destruction, claim or liability of whatsoever nature directly or indirectly caused by or arising from the failure or inability of any computer system, hardware, program or software or any microchip, integrated circuit or similar or equivalent device in computer or other equipment, whether the property of **the Insured** or not, and whether in the possession of the Insured or of any third party

- i correctly to recognise any date, day of the week, or period of time as the true or correct date, day of the week, or period of time and/or
- ii to capture, save, retain or correctly to calculate, manipulate, interpret or process any data, information, command or instruction as a result of treating any date, day of the week, or period of time otherwise than as the true or correct date, day of the week, or period of time and/or
- iii to capture, save, retain or correctly to calculate, manipulate, interpret or process any data or information as a result of the operation of any date dependent command or instruction, being a command or instruction which causes the loss of data or information or the inability to capture, save, retain or correctly to calculate, manipulate, interpret or process such data or information on or after any date.

Important Notes

- 1 This Exclusion does not apply to claims otherwise payable under this Policy, subject to all its terms and provisions, comprising loss or destruction of or damage to property owned by, in the possession of or held in trust by **The Insured** and/or **the Insureds** indirect losses arising from loss or destruction of or damage to any property if directly caused by fire, lightning, explosion, earthquake, subterranean fire, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), theft or attempted theft, aircraft or other aerial devices or articles dropped therefrom, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.
- 2 For the avoidance of doubt Important Note 1. to this Exclusion shall not apply to any claim arising from any liability of **the Insured**.
- 3 This Exclusion does not apply to any claim arising under insurance in respect of Employers Liability and/or Personal Accident or Sickness cover provided by this Policy.

7 Wear and Tear

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by or resulting from wear and tear, viruses, disease, depreciation, repairs necessary in the normal course of maintenance, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

8 Defective Construction or Design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

9 Existing and Deliberate Damage

Any loss, damage, liability, cost or expense of any kind occurring or arising from an event occurring before the **period of insurance** starts of caused deliberately by **the insured**.

10 Rot

Any loss, damage, liability, cost or expense of any kind caused by rot, whether or not this is caused directly or indirectly by any other cover included in this insurance.

General Conditions

These are the terms and conditions of the insurance which **you** will need to meet as part of this contract. If **you** do not a claim may be rejected or payment could be reduced.

There are also conditions which apply to each section of the policy, see each individual section for details.

1 Identification

- a The Policy and all operative endorsements are to be read as one contract and any words or expressions to which a specific meaning has been attached in
 - i the General Definitions shall have the same meaning wherever they appear except where amended by sectional definitions,
 - ii each Section of the Policy shall have the same meaning wherever it appears in that Section.
- b Any Section stated to be not insured in the Policy Schedule shall be inoperative.
- c No endorsement shall be operative unless specific reference is made to it in the Policy.

2 Duty of Care

You must:

- a take all precautions to minimise the risk of loss, destruction, damage, injury and disease as if this Policy were not in force
- b exercise care in the selection and supervision of employees.

3 Cancellation

Your Cancellation Rights

Cancelling the policy

If **you** wish to cancel **your** policy please write to **us** at the address or call the number shown on **your** schedule. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **period of insurance**.

Cancellation by **you** within the first 14 days

If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **period of insurance**.

Cancellation by **you** after the first 14 days

If **you** cancel the policy after 14 days of the date **you** receive **your** policy documents, **we** will refund premiums already paid for the remainder of the current **period of insurance** less £25 to cover operational costs provided no claim has been made during the current **period of insurance**.

Where **we** cancel **your** policy

Please also refer to the Fraud condition on page 7 of this policy and to the Changes in Circumstances condition on page 7 of this policy.

We may also cancel the policy where **we** have identified serious grounds, such as:

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

We will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

We also reserve the right to terminate the policy in the event that there is a default in the instalment payments due under any linked loan agreement, by giving **you** 14 days notice at **your** last known address.

4 Rights and Responsibilities

- a **We** may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.
- b **We** may, in the event of any occurrence resulting in any claim(s), under the Public Liability Section pay to **you** the Limit of Indemnity for such occurrence (but deducting such sum or sums already paid as damages in respect of such occurrence) or any lesser amount for which the claim(s) can be settled and **we** shall thereafter be under no further liability in respect of such occurrence, except for costs and expenses incurred prior to the date of the payment.
- c Any item or Section of this Policy will cease to be in force if, after the commencement of this insurance, there is any alteration in respect of such item or Section which results in:
 - i the risk of loss, destruction, damage, injury or disease being increased
 - ii **your** interest ceasing other than by will or operation of the law
 - iii the business being wound up, carried on by a liquidator or receiver or permanently discontinued unless **we** are notified and agree to such alteration.
- d **You** must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:
 - take over the defence or settlement of any claim;
 - start legal action to get compensation from anyone else;
 - start legal action to get back from anyone else any payments that have already been made.

We may take over and conduct in the name of that person, with absolute control, the defence or settlement of that claim. Further, **we** may take legal action in the name of any such person (at **our** expense and for **our** own benefit) to recover from others compensation in respect of anything covered by this Policy.

- e In the event of a claim arising under any Section (other than the Public Liability Section) of this Policy, **we** agree to waive any rights remedies or relief to which **we** might become entitled by subrogation against any member of **your** household or immediate family in each case as defined in current legislation.
- f If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by **you**, or anyone acting on **your** behalf, to obtain any benefit under this Policy or if any loss, destruction or damage be occasioned by **your** wilful act all benefit under this Policy shall be forfeited.

5 Other Insurances

- a If the insurance (other than in respect of the Public Liability Section) for any loss, destruction or damage for which a claim is made is also provided under any other Policy, then **we** shall pay only that proportion of the claim which the insurance under this Policy bears to the insurance provided under all the policies.
- b If at the time of any claim arising under the Public Liability Section there is or would but for the existence of this Policy be any other insurance covering the same risk, or any part thereof, then **we** shall not be liable to contribute thereto, except in respect of any excess beyond the indemnity obtainable under such other insurance.

6 Arbitration

Where a claim has been accepted under this Policy but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator in accordance with the statutory provisions then current. If this happens, an award must be made by the arbitrator before legal proceedings can be commenced.

7 Rights of Parties

A person or company who was not a party to this Policy had not right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act.

8 Law Applicable to Contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

9 Changes in Circumstances

You must tell **us** about any change in circumstances which could affect the liability or policy. For example **we** must be told as soon as possible if any of the following happen:

- **You** are going to move home permanently
- Any Modifications are made to the machine
- If **you** are involved in any incident whilst using the machine
- If **you** or any member of **your** family or any other person permanently living with **you** are convicted of any criminal offence other than parking or speeding offences?
- If selected, the joint user changes
- If **you** change where the machine is kept overnight.

We may reassess **your** cover, terms and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid and **you** may not be entitled to a refund or premium.

10 Taking Care

The insured must take all steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

11 Fraud

If dishonesty, exaggeration or false documentation is used by **the insured** or anyone acting on behalf of **the insured** to obtain or support -

- a claims payment under **the insureds** policy, or
- cover for which **the insured** does not qualify, or
- cover at reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **the insured** may not be entitled to a refund of premium and legal action may be taken against **the insured**.

12 Transferring Your Interest in the Policy

The insured cannot transfer **the insureds** interest in this policy to anyone else without **our** written permission.

13 Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

Section 1 – All Risks

Territorial Limits –Worldwide

The Insurance

If the machine or any part of the machine be lost or damaged by any accident or misfortune whilst within the territorial limits **we** will by payment or by reinstatement or repair, reimburse **you** against such loss or damage including the cost of protecting the machine and of its removal to the nearest repairers and transportation after repair to **your** normal or temporary residence.

Limits

The total amount payable shall not exceed the following unless **you** have advised Lockton Mobility that the value of **your** machine is in excess of these limits and an additional level of premium has been agreed:

- i £7000 in respect of electric wheelchairs or scooters
- ii £2000 in respect of manual wheelchairs.

Exclusions

This Section does not cover:

- a loss or damage caused by wear and tear, depreciation, gradual deterioration, vermin, moth or insects, fungus, condensation, any gradually operating cause or any process of cleaning, dyeing, repairing or renovation, racing, pacemaking and testing
- b loss or damage caused by or consisting of mechanical or electrical breakdown unless caused by accidental damage to the exterior of the item
- c Loss or damage caused by theft, attempted theft or malicious damage to any machine not stored in locked accommodation overnight (9pm - 6am) at the normal place of residence
- d indirect loss of any kind or description
- e the first £50 of any claim arising out of loss or damage caused during any sporting activity
- f loss or damage to tyres by accidental puncturing.

Extensions

New Chair Replacement

With **your** consent and that of any other interested party known to **us**, **we** will replace the machine with a new one of the same make and model subject to availability in the United Kingdom, if within two years of the date of its purchase as new by **you** it is damaged, or lost by theft and not recovered, provided that the cost of repair will exceed 60% of the machine's list price, including taxes, at the time of the damage. A lost or damaged machine will then become **our** property.

Clothing and Personal Effects

Definition

Wearing apparel and articles specifically designed to be worn or carried on the person other than money household goods deeds securities documents dentures hearing aids corneal lenses and mobile phones belonging to the Policyholder.

The Insurance

We will pay the cost of repair. Where the article is lost or damaged beyond repair, **we** will pay the cost of replacement as new; or **we** will replace with an article of similar quality up to £200.

The maximum amount payable in respect of each occurrence under this Extension is £200.

Exclusions

- 1 Loss of property from or damage to property from an unattended machine
- 2 Loss or damage occurring other than when the machine is in use by **the Insured**
- 3 Property more specifically insured
- 4 Loss or damage caused by domestic pets
- 5 Loss or damage to any item used in connection with any trade, business profession or employment
- 6 Articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature
- 7 Money articles of jewellery precious stones gold silver or other precious metal.

Conditions

Our liability for any part or accessory shall be limited to the last issued manufacturer's price for such part or accessory plus an allowance for the cost of fitting.

Section 2 – Legal Liability

What is covered

- 1 The legal liability of **the insured** as an individual to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in –
 - i accidental injury to any person
 - ii accidental damage to physical property occurring anywhere in the world in connection with the machine or its accessories.
- 2 Other Costs & Expenses

We will also pay:

 - a the solicitors fee for representation at:
 - i any coroners' inquest or fatal enquiry
 - ii proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
 - b all other costs and expenses incurred with **our** written consent in connection with any claim to which this section applies.
- 3 This Section will also apply:
 - a in the event of **your** death, to any personal representative of yours in respect of liability incurred by **you**
 - b to **your** carer or personal assistant
 - c if an additional premium has been paid, any person using the machine with **your** consent provided that such persons shall observe, fulfil and be subject to the terms of this Policy as far as they can apply.

Limit of Liability

The total amount for all damages payable, under this Section, to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed £2,000,000.

Exclusions

This Section does not cover liability for:

- 1 injury, death, disease or illness to **the insured**.
- 2 injury to any employee where the injury arises out of their employment with **you**.
- 3 anything owned by or the legal responsibility of **the insured**.
- 4
 - a fines, penalties or punitive, exemplary or multiplied damages
 - b liquidated damages.
- 5 injury, loss or damage caused by or through or in connection with the ownership, possession or use by **you** or on **your** behalf of:
 - a any mechanically propelled vehicle for which insurance or security is required under road traffic legislation.
 - b any vessel or craft other than hand propelled watercraft.
- 6 liability arising from any employment, trade, profession or business of **the insured**.
- 7 liability accepted by **the insured** under any agreement, unless the liability would exist without the agreement.
- 8 liability arising from **the insured** passing on any disease or virus.

Section 3 – Get You Home

If loss or damage covered by Section 1 or Section 4 results in the machine being unusable these Sections extend to include the additional expenses incurred:

- i by **you** in returning to **your** normal or temporary residence
- ii by a relative or friend needed to accompany **you** on that journey.

The limits for the additional expenses in respect of each

Section are:

- a any one event £100
- b any one **period of insurance** £500.

Exclusions

This Section does not provide cover for the additional transportation of the damaged machine.

Section 4 – Breakdown

The Insurance

This Section indemnifies **you** against the costs incurred for repairs and/or replacement parts in the event of sudden and unforeseen electrical or mechanical breakdown.

The limit for any one event is **£1,000**.

Exclusions

- a damage arising from **your** deliberate act or omission
- b loss of or damage to tyres, batteries, brake linings or light bulbs
- c machines more than six years old at inception of cover or renewal date, as stated on the Certificate of Insurance
- d the cost of remedying or making good wear and tear and gradual deterioration whether by wasting, grooving, rust, corrosion, erosion or otherwise for the cost of maintenance work generally
- e mechanical or electrical defect directly caused by accidental damage to the exterior of the machine
- f damage caused by the application of any tool or process to the machine in the course of maintenance, inspection, repair, alteration, modification or overhaul
- g damage arising out of fire, lightning, explosion, flood, inundation, earthquake, water leaking or discharged from any sprinkler installation, theft or any attempted theft
- h any incident occurring within an existing manufacturers or dealers warranty period
- i any incident occurring within three months of **your** purchase of a secondhand or reconditioned machine.

Conditions

- 1 **Your** machine must have been serviced by a reputable mobility dealer/repairer within twelve months prior to the date of claim.
- 2 **You** must at all times take all precautions to prevent damage to and accidents involving the machine.
- 3 **RSA** maintains the right to examine the machine at all times during the **Period of Insurance**.
- 4 **RSA** shall in no case be liable for any cost of alterations, additions, improvements, modifications or overhauls.

Section 5 – Mobility Allowance

The Insurance

If loss or damage under Section 1 or Section 4 results in the machine being unusable, **RSA** will pay **you**, as a mobility allowance, £7 for each complete day that the machine remains unusable for this reason, up to a maximum of 21 days.

Limit

The limit for any one **Period of Insurance** is £250.

Exclusion

This Section excludes payment for the day on which the machine becomes unusable and the next two days.

Special Condition

It is a special condition of this Section that immediate steps are taken for the machine to be repaired or replaced.

Section 6 – Death Benefit

The Insurance

It is hereby agreed subject to the terms exceptions and conditions contained herein or endorsed hereon that if during the **Period of Insurance the Insured** should suffer Death by accidental means **RSA** will pay **the Insured** a sum of **£3,000**.

Benefit

£3,000

The benefits shall only apply in respect of any occurrence happening whilst **the Insured** is occupying the machine.

Death must occur within twelve calendar months of the happening of the event.

Conditions

In respect of any claim hereunder:

- written notice shall be given to **RSA** as soon as possible but in any case within one calendar month of the happening of any event.
- all certificates and information and evidence required by **RSA** shall be furnished at the expense of the claimant hereunder and shall be in such form and of such nature as **RSA** prescribe.
- **RSA** shall in the case of death of **the Insured** be entitled to have a post mortem at its own expense.
- No assignee shall be entitled to benefit under this Section.

Exclusions

This insurance shall not apply to any Event consequent upon:

- war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power; or happening during service or duty by **the Insured** with any armed force outside the United Kingdom of Great Britain and Northern Ireland.
- intentional self- injury or suicide or attempted suicide.
- pregnancy or childbirth.
- sporting activities of any kind.

Claims Procedure

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your Insurance Adviser Lockton Mobility 0345 602 8000 (or alternatively you can contact RSA at one of our claims handling offices)
- promptly, if an incident occurs that may lead to you making a claim
- immediately, in the event of a serious accident, loss or damage

Please provide as much information as possible about the claim, and your Policy reference if available

- We recommend you check that the accident, loss or damage is covered by your Policy. If you are in any doubt please consult your insurance adviser
- You should comply with the requirements for claim notification contained in the Policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult your Insurance Adviser Lockton Mobility 0345 602 8000
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim.
- If emergency work has been completed on your own authority please contact us via your Insurance Adviser Lockton Mobility 0345 602 8000 before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference for them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly via your Insurance Adviser Lockton Mobility 0345 602 8000 and send any letters, writs or summons to us unanswered
- RSA aim to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
 - forward a claim form for you to complete and sign
 - appoint an independent Loss Adjuster to deal with your claim
 - arrange for one of our Claims staff to visit you
 - reply to you via your Insurance Adviser Lockton Mobility 0345 602 8000 by letter or by telephone.

Note: The address of Lockton Mobility, your Insurance Adviser is Fourth Floor, Higham House, New Bridge Street West, Newcastle Upon Tyne, NE1 8AN.

Claims Handling Centre

RSA
Claims Department
PO Box 21561
Stirling
FK7 1AA

Complaints Procedure

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact Lockton's on the number shown in your certificate. If your complaint relates to a claim then please call the claims number shown in your policy documentation.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 023 4567 (free from standard land line, mobiles may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court,
Chart Way, Horsham, West Sussex RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
Calls may be recorded and monitored.

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September 2015