



Mark Bates Ltd

THE HOME OF PREMIER CARE

Domestic Appliance Insurance

Policy Wording

Policy definitions

Where a word appears in **Bold** print it has a special meaning as defined below:

| | |
|-------------------------------|---|
| Accidental damage | physical damage as a result of sudden and unforeseen cause which stops the property working, as per the manufacturers specification. |
| We, Our or Us | Mark Bates Ltd, Premier House, Londonthorpe Road, Grantham, Lincolnshire NG31 9SN. Mark Bates Ltd manage this insurance on behalf of the insurer and act as its agent in performing duties under that agreement. |
| Property | the Appliance(s) identified on your schedule . |
| Breakdown | a mechanical or electrical issue which stops the property working properly, as per the manufacturer's specification. |
| Schedule | the document which is issued by us as evidence of cover which details your covered property and forms part of this policy. |
| Period of cover | the period during which this Policy is in force as shown on your schedule . |
| Premium | the monies you have agreed to pay for this policy as shown on your schedule . |
| Repair agent | a qualified repair engineer approved and authorised by us to carry out the repair. |
| Start date | the date this policy commences as shown on your schedule . |
| You/Your | the party set out on your schedule who is entitled to cover under this policy. |
| Insurer | China Taiping Insurance (UK) Company Limited, 2 Finch Lane, London EC3V 3NA. |
| Computer system | Any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or micro-controller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned, operated by or held in trust by you . |
| Data | Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system . |
| Geographical limits | United Kingdom. |
| Beyond economic repair | The property is uneconomical to repair, or parts are unavailable. |

If **you** need to notify **us** of a claim or any other matter relating to this policy **you** should contact

**Claims Helpline: 01476 514471 Email: claims@markbatesltd.com
Claims Department Mark Bates Ltd Premier House Londonthorpe Road
Grantham Lincolnshire NG31 9SN**

Complaints procedure

It is always **our** intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and **we** would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with **us** can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

**The Compliance Officer Mark Bates Ltd
Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN
Tel No: 01476 593887 Fax: 01476 591543 Email: complaints@markbatesltd.com**

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within twenty business days **we** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.

If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

**Financial Ombudsman Service
Exchange Tower Harbour Exchange Square London E14 9SR
Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones
Fax: 020 7964 1001 E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk**

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **our** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Compensation Rights

In the event that **we** are unable to meet **our** legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk

Insuring clause

In the event of **breakdown** or **accidental damage** of the **property** arising during the **period of cover** and occurring within the **geographical limits** we will repair or replace the **property** in accordance with the basis of settlement.

Basis of settlement

In the event of a **breakdown**, **we** will assess the claim and determine the most appropriate method of settlement. This may include an initial assessment by a suitably qualified **repair agent**, arranging a repair, or offering a monetary settlement.

Where **we** consider it appropriate, a **repair agent** assigned to **your** claim may contact **you** to attempt to diagnose or resolve the issue remotely. This service is not guaranteed and may not be available for all claims.

If the issue cannot be resolved remotely, **we** may, at our discretion, arrange for a **repair agent** to attend and repair the **property**.

If a repair is not possible, the **property** is **beyond economic repair**, or replacement parts are unavailable, **we** may, at **our** discretion, offer a monetary settlement. Any settlement will take into account the age, condition, and depreciation of the **property** at the time of the claim.

The maximum settlement for any single **property** is limited to the sum insured shown in **your schedule**. **We** will pay no more than £500 per **property**, or £1,000 for an American-style fridge freezer.

There is no limit to the number of claims **you** may make during the **period of cover**, subject to the maximum claim limit per **property** shown in **your schedule**.

If a claim occurs within the first 21 days from the policy **start date**, **you** will be responsible for the first £100 of the claim cost.

Any monetary settlement will not include the cost of installation, removal, or disposal of any replacement **property**. Where a monetary settlement is made, ownership of the original **property** will remain with **you**, and **you** will be responsible for its disposal at **your** own cost.

Policy exclusions

The following is excluded from the cover provided under this policy:

- 1) Repair or replacement to the **property** where such faults are covered by the manufacturer's, supplier's or repairer's guarantee;
- 2) Costs where the **property** is subject to a recall either by the manufacturer or supplier;
- 3) Faults resulting from **you** failing to follow the operating instructions of the **property** including any modifications to the **property**;

- 4) Any claim where **you** use the **property** for a non-domestic purpose or in a commercial environment;
- 5) Any fault or damage arising from theft, attempted theft, malicious damage, misuse, neglect, poor installation, or any damage caused by fire, explosion, floods, lightning, storms, frost or bad weather conditions, rust corrosion or water;
- 6) Call out charges where a fault cannot be found with the **property**.
- 7) Faults or damage resulting from a software virus, the configuration of user settings, the backing up or recovery of data, the loss, corruption or damage of/to data or the operating system of the **property**;
- 8) Routine maintenance, cleaning and servicing;
- 9) Any repair work **we** have not authorised or which is not carried out by one of **our** approved **repair agents**;
- 10) Any **property** which has to be repaired outside of the United Kingdom;
- 11) Any costs incurred as a result of not being able to use the **property**;
- 12) The replacement of any item which is intended to be replaceable such as fuses, batteries and light bulbs;
- 13) Cosmetic damage which does not affect the use of the **property**;
- 14) Any costs incurred as a result of the **property** connecting cabling or pipework not being installed properly;
- 15) Any **property** which was not working in accordance with the manufacturer's specification before the policy was taken out;
- 16) Any claim arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, 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;
- 17) Any faults relating to broadband connection.

Policy conditions

- 1) **Keeping to the conditions**
You must have complied with all the terms, conditions and endorsements of this policy before **we** are liable to make any payment.
- 2) **Fraud**
If **you** make any claim or statement that is false or fraudulent this insurance will not apply and **we** will not pay any claim.
- 3) **Precautions**
You shall take reasonable precautions to protect the **property** against loss or damage, maintain it in a sound and safe working condition and not use it in any way contrary to the operations manual.

- 4) **Our rights**
In the event of a valid claim under this policy **we** are entitled to pursue, in **your** name but at **our** expense, recovery of amounts **we** have paid or may become liable to pay. **You** must give **us** all the assistance **we** may reasonably require to do this.
- 5) **Transferring your policy**
With **our** permission **you** may transfer **your** policy to a new owner of the **property** by giving **us** their details either over the telephone or in writing.
- 6) **Other insurance**
If, at the time of any incident which results in loss, damage, legal liability or costs and expenses, there is any other insurance covering the whole or part of the same incident, whether **you** arranged it or not, **we** shall only be liable to pay or contribute our proportion of the total payment made for the incident.
- 7) **Cancellation**
a) If **you** cancel this policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium in full, provided no claim has been made for the period this policy has been in force and that no liability whatsoever shall attach to **us** in respect of this policy. If **you** cancel this policy after 14 days of the date **you** receive **your** policy documents, **we** will allow a refund of **premium** for every full quarter of the **period of cover** that remains in force from the date of cancellation, subject to paragraph d) below.
b) **We** may cancel this policy by sending 7 days' notice by recorded delivery to **you** at **your** last known address and **we** will allow a pro rata refund of **premium** for the unexpired period to expiry date, subject to paragraph d) below.
c) If **you** pay your **premium** by monthly direct debit and there is a default in payment, **we** reserve the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of **premium** will be due when cancellation takes place in these circumstances.
d) Where a claim has been made during the current **period of cover**, the full annual **premium** will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment. In any event a due proportion of the **premium** shall be payable for the **period of cover** provided.
- 8) **Tax**
In addition to the **premium you** will pay to **us** any tax due on the **premium** which **we** are required to collect in accordance with current legislation.
- 9) **Choice of law**
Unless **we** agree otherwise, this insurance will be governed by English law.
- 10) **Contracts (Rights of Third Parties) Act 1999**
A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.
- 11) **General Data Protection Regulation**
It is agreed by **you** that any information provided to **us** regarding **you**, for the purpose of accepting this insurance and handling any claims, may, if necessary, be divulged to third parties, provided that it is processed by **us** in compliance with the provisions of the General Data Protection Regulation.
- 12) **Sanctions**
We shall not provide any benefit under this policy to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

Claim condition and notification

In the event of any incident occurring that may give rise to a claim under this policy **you** should do the following.

- 1) As soon as possible and in any event not later than 7 days after the incident **you** should advise **us** of a potential claim by calling the Claims Helpline.
- 2) Where **we** request it, **you** must, at **your** own expense and within 30 days of the incident complete and return to **us** a claim form, together with any additional documents, details or information **we** reasonably require.
- 3) **You** should take all reasonable steps to reduce or avoid further **breakdown**.
- 4) **You** must not authorise repair or replacement of the **property** without obtaining **our** agreement first.

Where **we** have made a payment under this policy equal to the maximum settlement limit for an individual **property**, cover for that **property** will end immediately. The policy will remain in force for all other insured **property**, and no refund of **premium** will be payable in respect of the **property** for which the settlement has been made.

If **you** need to notify **us** of a claim or any other matter relating to this policy **you** should contact

**Claims Helpline: 01476 514471 Email: claims@markbatesltd.com
Claims Department Mark Bates Ltd Premier House Londonthorpe Road
Grantham Lincolnshire NG31 9SN**

Information you have given

In deciding to accept this policy and in setting the terms, **we** have relied upon the information **you** have provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided false or misleading information, **we** will treat this policy as if it never existed and refuse to pay all claims. **You** must repay any payments **we** have already made under this policy.

If **we** establish that **you** acted carelessly when providing **us** with **your** information, such carelessness could adversely affect this policy and any claim. For example, **we** may

- 1) treat this policy as if it had never existed and refuse to pay all claims. **We** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- 2) amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- 3) cancel this policy in accordance with the Cancellation condition of this policy.

You will be written to if **we**

- 1) intend to treat **your** policy as if it never existed; or
- 2) need to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as practicable.

**Mark Bates Ltd Premier House Londonthorpe Road
Grantham Lincolnshire NG31 9SN
Telephone: 01476 591104 Email: enquiries@markbatesltd.com**



Mark Bates Ltd

THE HOME OF PREMIER CARE

The Premier Care range includes

- ✓ **Home Insurance**
- ✓ **Mobility Scooter Insurance**
- ✓ **In-Home Warranty**
- ✓ **Memorial Stone Insurance**
- ✓ **Travel Insurance**
- ✓ **Personal Care Assistant Insurance**

For further information or to purchase a policy please visit markbatesltd.com

t: 01476 513781 f: 01476 591543

e: enquiries@markbatesltd.com

Should you require this document in a larger format please email enquiries@markbatesltd.com or call **01476 513781**

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