



CHARTWELL FREEDOM POLICY

Mechanical Breakdown
and Accidental Damage Insurance
for Mobility Equipment



CHARTWELL INSURANCE
covered with care

Introduction

This policy explains the terms of the insurance contract between you and us. The contract is based on the information you have given us on the proposal form or statement of fact as agreed by you. The insurance contract will last for any period we have accepted your premium for.

Please read this policy carefully as it is important that you understand the cover your policy provides. The policy is clear and concise, and we have defined words and they appear in **bold print**.

Your schedule also contains important information about your cover and you should read it with this policy. If you find that the cover is not suitable for you or that there is anything that you do not understand properly, please contact your agent immediately.

We will always try to give you a fast, fair and efficient service when we deal with your policy and in handling claims. If you feel we have failed to provide this service, please follow the procedure on page 3.

Thank you for choosing Fortis Insurance. I promise that we will always respect the trust you have placed in us.



B. D. Smith.
Chief Executive Fortis Insurance Ltd

Your Freedom Policy

We have agreed to insure you for the cover shown in your policy and schedule, during any period of insurance which you have paid the premium for or arranged to pay the premium for.

General Information

Your policy.

This is your policy which you should keep in a safe place.

We have divided the policy into three different sections of cover. You should read the schedule to find out which apply to your policy. There are also some additional benefits which automatically apply to your policy.

In each section there are two main headings.

What is insured - These are the things that you are covered for.

What is not insured - These are the things that you are not covered for.

You should also read your policy conditions and exclusions which are on the back of the policy. These apply to the whole policy.

Customer Service

We provide quality care and service for you. We know that you can choose your insurer. We are pleased that you have chosen us.

Please help us to keep our standards by following the complaints procedure if you are not satisfied with our service.

What to do if you are not satisfied

We will 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, you should contact the administrators of the policy. You can contact them by writing to Chartwell Insurance, Chartwell House, 292-294, Hale Lane, Edgware, Middx, HA8 8NP.

However, if the matter remains unresolved thereafter you can write to the insurer, Fortis Insurance Limited, Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Please ensure you state your policy number and where the insurance was purchased.

Finally, if you are a private policyholder, if the matter still remains unresolved after the above have been contacted, you can then approach the Financial Ombudsman Service, 25 Abchurch Lane, 183 Marsh Wall, London, E14 9SR.

Compensation

In the event that Fortis is unable to meet its liabilities, you may be eligible for compensation from the Financial Services Compensation Scheme.

More information can be obtained from Customer Services on 020 7300 7300 or www.fscs.org.uk.

Definitions

The words shown below have been given specific meaning. Whenever they appear in your policy in bold type, they will have that meaning.

Accidental Damage: Damage caused by something violent and external.

Equipment: The **equipment** described in the **schedule**, which belongs to **you** and is normally kept at the address shown on the **schedule**.

Excess: The amount **you** must pay of each claim.

Geographic Limits: Great Britain, Northern Ireland, The Channel Islands and the Isle of Man.

Mechanical Breakdown: The sudden and unexpected failure of the **equipment** which is insured by this **policy** and which needs immediate repair or replacement.

Period of Insurance: The period shown in **your schedule** or any further period for which **we** have accepted **your** premium.

Policy: This document and the **schedule** to make up **your** **policy**. **You** should read them as one document.

Schedule: The document which makes the policy personal to **you**. It shows the **period of insurance**, the Property insured, the amounts insured and the sections of the **policy** which apply. Whenever there is a change **we** will give **you** a fresh **schedule**.

The Administrator: Chartwell Insurance. Chartwell House, 292-294 Hale Lane, Edgware, Middx HA8 8NP
Chartwell Insurance is authorised and regulated by the Financial Services Authority.

We, us, our: Fortis Insurance Limited. Fortis House, Tollgate, Eastleigh, SO50 9BQ
Registered no 354568 England.
Fortis Insurance is authorised and regulated by the Financial Services Authority.

You, Your: The person or people whose names appear in **your schedule**.

Section 1 – Mechanical Breakdown

This cover only applies if your policy shows **Mechanical Breakdown** cover.

What is insured

Mechanical Breakdown of the **equipment** within the **Geographical Limits**.

This cover also applies anywhere in the world for up to 60 days in any one **period of insurance**.

What is not insured

- The **excess** shown in **your schedule** under section 1 for **Mechanical Breakdown**.
- **Mechanical Breakdown** which is due in any way to any type of accident, or any omission which is wilful, unlawful or negligent.
- Claims arising from commercial use of the **equipment**.
- **Equipment** which you have purchased second hand, unless **we** have agreed to insure it.
- Any costs which you have to pay and which are not refundable where no fault is found.
- **Mechanical Breakdown** of a component or components which are either subject to recall by the manufacturer of the equipment or can be considered as having inherent faults.
- Any part no longer available or out of manufacture. **We** will not consider **equipment** as being beyond economical repair but will pay the manufacturer's last published price for such part.
- Repairs to or replacement of tyres, batteries, fuses, bulbs and other consumable items.

- **Mechanical Breakdown** caused by: corrosion, a defect which is likely to have occurred before the start of the **policy**, wear and tear, incorrect settings of controls, faulty repair or incorrect servicing of the **equipment**.
- **Mechanical Breakdown** of **equipment** used for racing, pacemaking, time or reliability trials.
- **Mechanical Breakdown** which happens outside the **Geographical Limits**.
- Repairs, replacements or alterations which the **administrator** has not authorised for experimental equipment, routine servicing or maintenance or **equipment** in any way modified from the manufacturer's specification.
- **Mechanical Breakdown** caused by misuse of the reclining mechanism or resistance against a fixed object
- For stairlifts, beds, hoists and bath lifts: Brake linings, framework, bodywork, electrical accessories, stairlift tracking and stairlift trailing cables.

Special extensions to section 1

- If **your equipment** is being repaired or is subject to maintenance work, **your cover** is extended to apply to other similar **equipment** that has been loaned to **you**. This extension only applies for a maximum period of fourteen days at any one time.
- If **your equipment** is damaged and **you** cannot use it, **we** will pay up to £200 of reasonable expenses which **you** have to pay to return to **your** address shown in the **schedule**. **We** will only pay such expenses if the damage is insured under this section
- If **your equipment** has been damaged and **you** cannot use it, **we** will pay up to £100 per day for the cost of hiring similar mobility equipment.

The most **we** will pay is £100.

You must tell **us** before **you** hire the equipment and provide **us** with such details **we** may require.

We will only pay for such expenses if the damage is insured under this section.

We will not pay for the first three days of hire.

Conditions applying to section 1

1. Servicing

You must ensure that the **equipment** is serviced at least once annually in accordance with the manufacturer's recommendations, and receipts must be kept for all work carried out.

2. Claim limit

The most **we** will pay for any one claim is the amount shown in the **schedule**. **We** will not pay more than the manufacturer's list prices for parts and labour costs necessary to repair damaged parts.

Section 2 – Accidental Damage

This cover only applies if **your schedule** shows **accidental damage** cover.

What is insured

Accidental damage or loss of **equipment** within the **Geographical Limits**.

This cover also applies anywhere in the world for up to 60 days in any one **period of insurance**.

How **we** will settle a claim under this section:

We will settle any claim under this section by choosing to either :

- make a payment for the amount of the loss or damage to **your equipment**; or
- pay the cost of repairing or replacing **your equipment**.

But if **your equipment** is damaged within one year from the date of purchase and the damage at that time is more than 60% of the list price of similar new **equipment**, **we** will provide new **equipment** to replace the damaged **equipment** and **we** will not take any payment for wear and tear. The damaged **equipment** becomes our property.

What is not insured

- The **excess** shown in **your** policy schedule under section 2 for **accidental damage**.
- Repairs to or replacement of tyres, batteries, fuses, bulbs and any other consumable items.
- **Accidental damage**:
 - caused by faulty design, plan or specification of materials;
 - arising from theft of the **equipment** through deception;
 - arising from theft or attempted theft of the **equipment** when left unattended unless reasonable care has been taken;
 - to accessories unless the equipment is lost or damaged at the same time;
 - to **equipment** legally held by customs or other officials;
 - caused by wear and tear, loss of value, scratching or denting, spillage, burns, scorching, fading, dying, cleaning or restoring or operation of the **equipment** at an incorrect voltage;
 - caused by atmospheric or weather conditions, damp, rust, corrosion, the effects of rain or anything which happens gradually;
 - caused by electrical or **mechanical breakdown** or use which goes against the manufacturer's instructions;
 - to **equipment** used for racing, pace making, time or reliability trials;
 - to upholstery and mattress on rising chairs or beds;
 - to trailing leads and cables;
 - caused by misuse, a wilful act or neglect;
- Unless **you** have paid the appropriate additional premium, **we** will not pay for claims arising from theft, attempted theft of or malicious damage to the **equipment** during the hours of 8.00pm and 8.00am, whilst the **equipment** is not in a locked building.
- During the hours of 8.00pm and 8.00am, an **excess** of £250 applies in respect of theft, attempted theft or malicious damage to the **equipment** subject to a maximum **excess** of £250.

Special extensions to section 2

- If **your equipment** is being repaired or is subject to maintenance work, **your** cover is extended to apply to other similar equipment which has been loaned to **you**. This extension only applies for a maximum period of fourteen days at any one time.
- If **your equipment** is damaged and **you** cannot use it, **we** will pay up to £200 of reasonable expenses which **you** have to pay to return to **your** address shown in the **schedule**. **We** will not pay such expenses if the damage is insured under this section.
- If **your equipment** has been damaged and **you** cannot use it, **we** will pay up to £100 per day for the cost of hiring similar mobility equipment. The most **we** will pay is £100. **You** must tell **us** before **you** hire the equipment and provide **us** with such details as **we** may require. **We** will only pay such expenses if the damage is insured under this section. **We** will not pay for the first three days of hire.
- **We** will pay for loss of or damage to **your** personal clothing and personal effects which are the direct result of insured damage to **your equipment**. The most **we** will pay is £200. An **excess** as shown in your policy schedule applies. **We** will not pay for money, phonecards, stamps, tickets, documents, securities, jewellery, watches, gold or silver articles, recording equipment, cassettes, compact discs, computer games, video players, photographic equipment, mobile phones and computer equipment.

Conditions apply to section 2

1. Claim limit

The most **we** will pay for any one claim is the amount shown in your policy **schedule**. **We** will not pay more than the manufacturer's list prices for parts and labour costs plus any necessary charges for parts and labour to repair insured parts.

Section 3 – Personal Liability

This cover only applies if your policy shows **personal liability** cover.

What is insured

We will pay all amounts which **you** legally have to pay for causing;

- death, bodily injury or disease to anyone; or
- loss of or damage to property

which is caused by an accident involving **your equipment** happening during the **period of insurance** and within the **Geographical Limits**.

The most **we** will pay is £2,000,000 including costs and expenses **you** may have to pay as a result of the action or those you agree to pay with **our** written permission.

If **you** die **your** personal representative will receive the benefit of this cover.

This cover also applies anywhere in the world (except for Canada and the United States) for up to 60 days in any one **period of insurance**.

What is not insured

- If **you** are injured or suffer a disease.
- Loss or damage to property **you** own or look after.

Liability arising from

- **your** job or business;
- **you** owning any land or buildings;
- the transmission of any communicable disease or virus;
- any agreement or contract unless **you** or **your** family would have been liable if the agreement or contract did not exist; or
- any action for damages brought in a court outside the **Geographical Limits**.

Special extension to section 3

If **your equipment** is being repaired, or is subject to maintenance work, **your** cover is extended to apply to other similar **equipment** which has been loaned to **you**. This extension only applies for a maximum period of fourteen days in any one **period of insurance**.

Additional Benefits

1. Violent attack

We will pay **you** a benefit of £10 for each full day **you** are in hospital as an in-patient as a direct result of a violent attack whilst **you** are using the **equipment** and which results in **you** requiring hospital in-patient treatment.
The most **we** will pay is £250.

2. Hospitalisation

We will pay **you** a benefit of £20 for each full day **you** are in hospital as an in-patient as a direct result of an accident resulting in insured damage to **your equipment**.
The most **we** will pay is £400.
We will not pay any benefit for the first three days of hospital confinement.

3. Keys

If the starter key to **your equipment** is lost or stolen whilst using the **equipment** away from **your** home address, **we** will pay:

- for the cost of a replacement key.
- **your** reasonable travel costs to return to **your** home address to get the **equipment** and to return to **your equipment**.
- reasonable costs which **you** have to pay to get the **equipment** returned to **your** home address, if **you** are unable to recover **your equipment**.

The most **we** will pay is £100.

General policy conditions

These conditions apply to all sections of **your policy** and **you** must meet them for **us** to make a payment.

Your duty of care

We will only pay claims under **your policy** if:

- anyone claiming under **your policy** has met all the relevant conditions; and
- as far as **you** know, the information given at the time **you** applied for insurance was true and complete.

You must keep **your equipment** in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

Making a claim

- **You** must tell the **Administrator** about any loss, damage or injury which **you** want to claim for under **your policy**. **You** must do this as soon as possible.
- Please contact them at Chartwell House, 292-294, Hale Lane, Edgware, Middlesex HA8 8NP.
Telephone no 0208 958 0900
- If **you** discover a loss or damage **you** must take all reasonable steps to protect the **equipment** from further loss or damage.
- **You** must tell the police as soon as reasonably practicable if the loss or damage caused by theft, vandalism or malicious act.

- **You** must send **us** any letter, claim, writ or legal document as soon as possible after **you** receive it. **You** must not answer or acknowledge any of these documents.
- **You** must not admit liability for, or enter into negotiations over any claim, unless **you** have **our** written agreement.

Our rights after you have made a claim

- **We** can take over any legal action in **your** name.
- **We** can take proceedings in **your** name. **We** will pay for this for **our** own benefit to get back payments **we** have made under **your policy**.
- **You** must give us all the information and help **we** need.

Salvage

- **You** cannot leave property with **us** for **us** to deal with unless **we** agree.

Other insurance

If **you** claim for any liability loss or damage that is also covered by any other insurance policy, **we** will only pay **our** share of the claim.

Cancellation

We hope **you** are happy with the cover this **policy** provides. **You** have the right to cancel it within 14 days of receiving the **policy** documentation and receive a full premium refund. If the 14 day period has expired **you** will not be entitled to any refund if the **policy** is cancelled. For more information contact the **administrative services team** at Chartwell Insurance, Chartwell House, 292-294, Hale Lane, Uxbridge, Middx, HA8 8NP if **you** wish to cancel **our policy** during the 14 day period.

Fraudulent claims

If **you** or anyone else claiming under **your policy** makes a claim that is false or dishonest in any way, **your policy** will not be valid. **You** will lose all benefits under **your policy** and **we** will not refund **your** premium.

English Law

Your policy will be governed by English law.

Arbitration

If **we** accept **your** claim under sections 1 and 2 but **we** disagree with the amount to pay **you, we** will ask an independent arbitrator to make a decision. If a dispute happens, the arbitrator must make a

decision before **you** can start legal action against

Transfer of ownership

This insurance is transferable at the **administrator's** discretion on the direct sale of the **equipment** to a new private owner, provided that **you** have not made any claims. **You** must send the policy back to the **administrator** with a fee of £15 within 30 days of the date of the sale. **You** must also tell the **administrator** the date of the sale and give them the name and address of the new owner.

Payment by instalments

You will only be covered under this policy if **you** pay the premium or any instalment of the premium on time.

General policy exclusions

As well as the exclusions that apply to the individual sections of **your policy**, the following exclusions apply to the whole of **your policy**. **You** are not covered for the following:

War risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, insurrection or military or usurped power.

Sonic bangs

Damage caused by aircraft and other flying objects travelling at or above the speed of sound.

Radioactive contamination

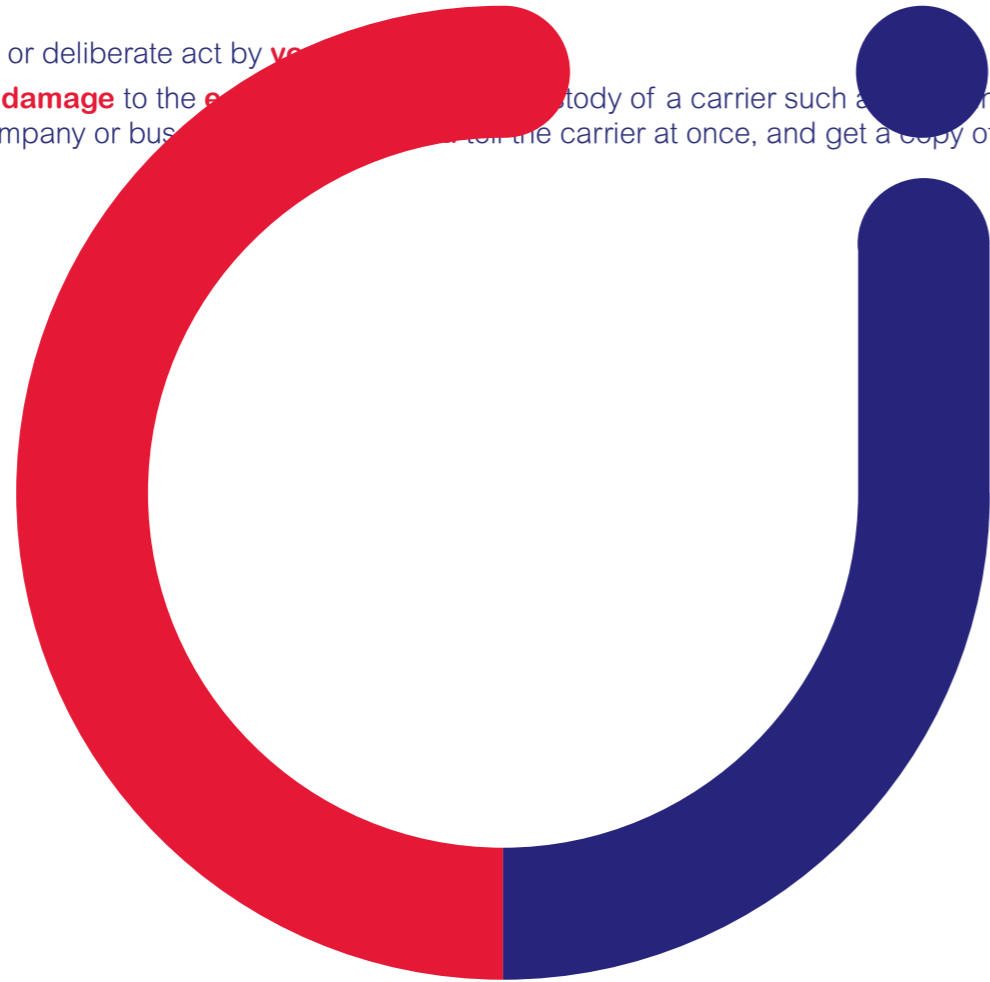
Injury, loss or damage that is caused by the following:

- Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel.
- The radioactive, toxic, explosive or other dangerous properties of any part of nuclear equipment or nuclear part of the equipment.

Other exclusions

- Any loss arising as a result of the loss or damage to **you** or your property. This is known as consequential loss. For example, **you** are not covered for loss of

- Any criminal or deliberate act by **you**
- **Accidental damage** to the **goods** by the body of a carrier such as an airline, railway, shipping company or bus. You must report this to the carrier at once, and get a copy of their report.





**CHARTWELL FREEDOM POLICY
QUOTE LINE
0800 089 0146**

**We can also cover your Car or Van,
adapted vehicle, household and travel.**



Adrian Flux Insurance, East Winch Hall, Kings Lynn, PE2 1HN
www.chartwellinsurance.co.uk contact-us@chartwellinsurance.co.uk
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