

Blue Badge

Mobility Insurance



Enabling Your Independence



Carers Insurance

Personal Assistants and Carers

Policy Document



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Introduction

In return for payment of **your** premium **your insurer** will provide the insurance cover detailed in this policy subject to the terms, conditions, and limitations shown below or amended in writing during the **period of insurance**.

Your policy is made up of:

- a) This document, which gives details of the insurance cover **you** have bought from **us**;
- b) The policy schedule, which contains **your** details, summarises the level of cover and the sections of this document which are included in **your** policy; and
- c) Any amendments to the insurance that either **you** or **we** have told the other about.

You should read **your** policy carefully to make sure that:

- a) **You** understand the details of the cover;
- b) The policy meets **your** needs; and
- c) The details in the policy schedule are correct.

You should let **us** know as soon as possible if any of these are not true.

Each section in this document is split into:

1. Details of what **you** are covered for;
2. Details of what **you** are not covered for; and
3. The limits of the cover provided.

Each of these only applies to the section in which it appears.

Your policy also includes general conditions that apply across the whole policy, unless stated otherwise.

We/ your insurer have tried to explain the policy as clearly as possible, however if **you** have any questions, please call Blue Badge Mobility Insurance on 01730 233 101.

Authorisation and regulation

This Carers Insurance is underwritten by Great Lakes Insurance UK Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority., Financial Services Register No 955859.

MEANING OF WORDS AND TERMS

The following words or phrases have the meaning defined below whenever they appear in bold throughout this document.

Accident	An unplanned, unexpected and unintentional incident that occurs at a specific time and place during the period of insurance .
Care activities	Any of the following: <ol style="list-style-type: none"> a) Provision of medical care including preparation and administration of prescribed medicines; b) Carrying out domestic activities; c) Support provided by you to help the care recipient carry out their day to day activities.
Claims Administrator	MPL Claims Management Limited

Accidental damage	Sudden and unexpected damage , occurring at a specific time during the period of insurance and caused by external means.
Claims Administrator	MPL Claims Management Ltd.
Cyber Act	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System .
Cyber Incident	The words Cyber Incident shall mean: <ul style="list-style-type: none"> a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
Cyber Loss	Any loss, damage , liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident .
Computer System	The words Computer System shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller 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 or operated by the Insured or any other party.
Damage / Damaged	Accidental tangible physical loss, damage or destruction.
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 .
Data Processing Media	Any property insured by this Policy on which Data can be stored but not the Data itself.
Dangerous Dog	A dog as defined in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any subsequent changes to or replacement of that legislation.
Insurer	Great Lakes Insurance UK Limited
Pollution	a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to, (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of Terrorism , and (ii) the deposit of or impairment by dust or soot, chemical

precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and

b) all loss, **damage** or injury directly or indirectly caused by **pollution** or contamination as stated in a) above.

Period of insurance The time from the start date shown on **your** policy schedule and:

- the end date shown in the policy schedule; or
- the date on which **you** or **we/your insurer** cancel the policy;

whichever is earlier.

Physical injury An identifiable injury including death or clinically diagnosed illness, disease, or sickness.

We/us/our Blue Badge Mobility Insurance

You/your The person shown in the policy schedule as the Insured. If **you** die or become incapable of managing **your** financial affairs, **we/your Claims Administrator/insurer** will treat **your** executors as **you** for the purposes of any legal responsibility that may arise

Expert medical practitioner A person other than **you**, a member of **your** immediate family or an employee of **yours**, who is qualified as a consultant.

Loss of sight The permanent and total **loss of sight** that will be considered as having occurred in both eyes if **your** name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of limb or limbs The permanent and complete **loss of a limb** or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs that in the opinion of an **expert medical practitioner** will not be recovered.

Loss of hearing Total **loss of hearing** in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive **weeks** and that in the opinion of an **expert medical practitioner** will not be recovered.

Terrorism Act of **terrorism** means an act, including but not limited to the use of force or violence and/or the threat of an act of **terrorism**, 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.

Week A period of seven consecutive days.

SECTION 1 - PUBLIC LIABILITY

A. WHAT ARE **YOU** COVERED FOR?

1. If **you** cause an **accident** which results in a **physical injury** to someone else or which results in **accidental damage** to someone else's property or if **you** make an error or omission whilst carrying out **care activities your insurer** will cover **your** legal responsibility including:
 - a. Compensation claimed;
 - b. Costs and expenses because of the claim.

2. If **you** are required to carry out **care activities** outside of the UK for a temporary period of time (up to 90 days) to an individual who normally resides in the UK the cover detailed in this section remains in place.
3. **Accidental damage** to property leased or rented to **you** but not including contractual liability relating to the leasing or renting of the property.
4. If there is a breach of Food Safety or Health and Safety at Work regulations, whilst carrying **your care activities**, that brings criminal proceedings against **you**, **your insurer** will cover **you** for:
 - a. Costs and expenses incurred in defense of those proceedings but not including fines or penalties;
 - b. Costs and expenses incurred appealing a conviction and prosecution costs awarded in connection with this, provided **you** have **our** written consent to appeal.
5. If someone else is carrying out **care activities** on **your** behalf with **your** agreement they will be covered as if they were **you** for the purposes of this policy provided that:
 - a. The claim would be valid if made against **you**;
 - b. If the claim was made against **you**, **you** would be covered under this policy
 - c. The person carrying out the **care duties** complies with all the provisions, conditions and requirements of this policy so far as they can apply
6. Costs and expenses incurred in relation to a claim:
 - a. At any coroner's inquest, or other inquiry in respect of death;
 - b. Through any court proceedings for any act or failure to act;
 - c. In relation to any matter for which **you** are covered under this policy.

B. WHAT ARE **YOU** NOT COVERED FOR?

1. If **you** have another insurance policy in place that provides this cover
2. Any claim that is because of an **accident** that occurs in North America or Canada
3. Any **accidental damage** to property in **your** control
4. Liability for any medical advice or the administration of prescription drugs or treatment given by a professional practitioner
5. **Physical injury** caused by a product supplied by **you** after it is no longer in **your** control with the exception of food and drink prepared by **you** as part of **your care activities**
6. Any liability arising from the ownership of land or buildings
7. Any liability arising whilst engaged in any business, profession or employment other than **care activities**
8. **Physical injury** or **accidental damage** as a result of:
 - a. War, civil unrest, riots or terrorist activities;
 - b. Radioactive contamination from any nuclear materials or equipment;
 - c. Engaging in dangerous sports or pastimes;
 - d. Ownership or use of an animal other than a domestic pet;
 - e. Having or owning a **dangerous dog**

- f. Any defect in **your** home whilst care is being provided there
9. Any contractual liability, that is liability that is because of a contract or agreement that would not exist if the contract or agreement were not in place
10. Any claim resulting from a deliberate or malicious act or failure to act by **you** or any person entitled to cover under this Section
11. Any loss, liability or expense resulting from alleged or actual defamation by **you**
12. Any fines, penalties or punitive awards against **you**
13. If **you** are not qualified or have not received relevant training for duties undertaken as part of **your care activities**
14. If **you** are not resident in the UK whilst providing care with the exception of the cover detailed in section 1.A.2
15. Any liability arising whilst engaged in any activity other than **care activities**
16. Any liability arising whilst driving

C. WHAT ARE THE LIMITS OF THE COVER?

1. **Your Claims Administrator** will not pay more than the limit shown on **your** policy schedule during **the period of insurance** either for a single claim or a series of claims regardless of the number of people claiming
2. This amount does not include any costs and expenses that **your Claims Administrator** have agreed to pay
3. An excess of £250 will apply to any **accidental damage** under A.3 of this section

SECTION 2 - PERSONAL ACCIDENT

A. WHAT ARE YOU COVERED FOR?

1. If, as a result of an **accident** occurring while carrying out **care activities** during the **period of insurance**, **you** suffer from one of the listed **your Claims Administrator** will pay the sum indicated. If the **accident** results in **your** death **your Claims Administrator** will pay the money to the executor of **your** estate
 - a. Death: £10,000
 - b. Permanent **loss of or loss of use of limb**, for each: £2,500
 - c. Permanent loss of or loss of use of hand, for each: £2,500
 - d. Broken arm or leg, for each: £500
 - e. Broken hand, foot or ankle, for each: £500
 - f. Broken bone not forming part of a limb, £200 (irrespective of the number of broken bones)
 - g. Permanent total **loss of sight**, for each eye: £1,000 or £3000 for both eyes
 - h. Permanent total **loss of hearing**, for each ear: £1,000
 - i. Permanent total loss of or loss of use of shoulder, hip, knee, ankle, wrist, for each: £1,500
 - j. Permanent total loss of or loss of use of thumb or forefinger, for each: £250
 - k. Permanent total loss of or loss of use of toe, for each: £200

2. **Your Claims Administrator** will pay up to £50 for each day **you** spend as a hospital in-patient receiving treatment for a condition qualifying for benefit above.

B. WHAT ARE **YOU** NOT COVERED FOR?

1. Any of the injuries listed that occur over 12 months after the **accident**
2. Any of the injuries listed that would not have occurred if **you** did not have a pre-existing medical condition
3. Any of the injuries listed that were as a result of an **accident** caused by a pre-existing medical condition
4. Any loss of earnings as a result of any injury or sickness
5. Any of the injuries listed caused by:
 - a. Disease or natural illness occurrence including psychiatric disorders, anxiety and depression
 - b. Attempted or actual suicide
 - c. Fighting/assault with the exception of agreed self-defense.
 - d. Criminal acts
 - e. Drunkenness, alcoholism or drug addiction
 - f. Partaking in military operations, races or trials, mountaineering, rock climbing or flying (except as a passenger)
 - g. Radioactive contamination, nuclear equipment or the use or threat of biological, chemical or nuclear force

C. WHAT ARE THE LIMITS OF THE COVER?

1. The amount **your Claims Administrator** will pay under this section is limited to £10,000 per **accident** and £50,000 during any one year
2. **Your Claims Administrator** will only pay for one item in connection to a single **accident**
3. The amount **your Claims Administrator** will pay on relation to hospitalisation in-patient benefit in this section is limited to a maximum of £1,000

GENERAL EXCLUSIONS TO ALL SECTIONS

A. WHAT ARE **YOU** NOT COVERED FOR?

1. **We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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.
2. **We** will not indemnify **You** against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In

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

3. **We** will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from;

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

4. 1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this Policy excludes any:

- i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
- ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical **damage** to Property Insured under this Policy caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical **damage** insured by this Policy, then this Policy will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this Policy excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

5. Asbestos -

Save to the extent otherwise provided in this Policy, **We** will not indemnify **You** against any **Damage** or **Your**

legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

6. Disease Exclusion (not applicable to Employers' Liability)

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

7. Nuclear Energy Risks

We will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this Policy, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

8. **Pollution**

We will not indemnify **You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of one or more of the Defined Perils.

9. Micro-Organism Exclusion

We will not indemnify **You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This **Exclusion** applies regardless whether there is;

- i) any physical loss or **Damage** to **Insured Property**;
- ii) any Defined Peril or cause whether or not contributing concurrently or in any sequence;
- iii) any loss of use occupancy or functionality;
- iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in

part, for these matters.

10. Computer Systems

We will not indemnify **You** against **Your** legal liability arising out of failure of any **Computer System**, whether or not **Your** Property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **Computer System** relating to date or time compliance.

11. Any claim outside the United Kingdom, Isle of Man or Channels Islands, apart from the cover provided by Section 10

12. Any other costs that are directly or indirectly caused by the insured event unless specifically covered in this policy

Claims

In order to make a claim please use the contact details below to identify the phone number **you** should call. Alternatively please call Blue Badge Mobility Insurance on 01730 233 101 and **we** will direct **you** on what steps **you** need to take.

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

Your claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

If **you** need to claim under any section of this policy, **you** must tell the **Claims Administrator** as soon as possible and not later than 14 days after any possible incident likely to result in a claim.

If **you** do not let the **Claims Administrator/ us** know within 14 days and this affects their/ **our** ability to confirm **your** claim, unless there are exceptional circumstances, they/ **your insurer** will not pay for that claim.

You must also immediately notify the **Claims Administrator** in writing of any impending prosecution, inquest or fatal inquiry relating to the possible claim.

Within 14 days of notifying the **Claims Administrator**, **you** shall supply, at **your** own expense, full details of the claim in writing together with any supporting information and proofs which **your Claims Administrator** may reasonably require including proof of **your** training.

You (or anyone else acting on **your** behalf) must not negotiate, admit liability, offer or promise payment or agree someone is not responsible unless **you** first have **your insurer's/ Claims Administrator's** written consent.

If any legal responsibility under this insurance is covered by any other insurance policy, **your Claims Administrator** will not pay more than the **insurer's** share of the claim.

Following a claim, **your insurer/ Claims Administrator** are entitled to take over and enforce any rights in **your** name against any other person for their own benefit. They will pay any costs involved in this to recover any payment **your Claims Administrator** have made under this policy.

If **you** recover any lost property that is the subject of a claim **you** must notify **your Claims Administrator** as soon as possible. **You** must accept the return of any property if it is recovered before payment of the claim. **Your insurer/ Claims Administrator** will pay for any **accidental damage**.

Your duties

Claims Conditions 1 to 3 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not

comply with these conditions We shall be entitled to refuse indemnity under this **Policy**:

You shall:

1. notify Us as soon as reasonably practicable, but in any event within 14 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. give all information and assistance We may reasonably require in a timely manner.

Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless We shall be entitled to:

- i) void the contract, refuse all claims, and
- ii) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) void the contract, refuse all claims, and
- ii) return the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one Premises is stated in the **Schedule** the proportion of the premium charged for the Premises that has sustained **Damage** will be applied.

"reduce proportionately" means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where:

$$X = \frac{\text{Premium actually charged}}{X} \times 100$$

Higher Premium

Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**.

Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or Indemnity in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the Limits of Indemnity or Sum Insured.

Subrogation

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

We shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

General conditions

A. CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy
- b) To make sure that all information supplied as part of **your** application for cover is true and correct
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or may not pay any claim in full.

If **you** become aware that information **you** have given Blue Badge Mobility insurance is inaccurate or has changed, **you** must inform **us** as soon as possible.

B. GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Your policy is written in English and **we/ your Claims Administrator/ insurer** will communicate with **you** in English.

C. YOUR DUTY

Claims Conditions 1 to 3 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

You shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 14 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. give all information and assistance **We** may reasonably require in a timely manner.

Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one Premises is stated in the Schedule the proportion of the premium charged for the Premises that has sustained **Damage** will be applied.

"reduce proportionately" means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the Policy (or, if applicable, under the different terms provided for by virtue of paragraph i)), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

Higher Premium

Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**.

Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or Indemnity in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the Limits of Indemnity or Sum Insured.

Subrogation

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

We shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

D. DATA PROTECTION GREAT LAKES INSURANCE UK LIMITED PRIVACY NOTICE

Information **We** process

You should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/ or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How **We** use **Your** information

Your personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who **We** share **Your** information with

We may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within Blue Badge Mobility Insurance and Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or

- develop products and services.

We will not disclose **Your** personal and/or sensitive personal information to anyone outside the Blue Badge Mobility Insurance and Great Lakes/Ergo/Munich Re Group of companies except:

- where **We** have **Your** permission;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

Access to **Your** information

You have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity.

If **We** do hold information about **You** **We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Head of Compliance.

Providing consent to process **Your** information **By** providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

Changes to this Notice

We keep **Our** privacy notice under regular review. This notice was last updated on the 18th April 2018.

Contacting **Us**

If **You** have any questions relating to the processing of **Your** information, contact:

Head of Compliance, ERGO UK Specialty Limited, on behalf of Great Lakes Insurance UK Limited

Munich Re Group Offices

10 Fenchurch Avenue

London EC3M 5BN

Telephone: 020 3003 7444

E-mail: complaints@ergo-commercial.co.uk

Employers' Liability Tracing Office (ELTO)

By entering into this insurance **Policy You** will be deemed to specifically consent to the use of **Your** insurance **Policy** data in the following way and for the following purposes.

Certain information relating to **Your** insurance **Policy** including, without limitation:

- the **Policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by Us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers ("the claimants"):

- to identify which **insurer** (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database will be managed by ELTO.

E. BLUE BADGE MOBILITY INSURANCE - USE OF PERSONAL DATA

For the purpose of this notice **we/our/us** relates to Blue Badge Mobility Insurance. Blue Badge Mobility Insurance is the Data Controller. **We** will use **your** personal information to:

- Assess and provide the products or services that **you** have requested
- Communicate with **you** in relation to servicing and administering **your** product
- Develop new products and services
- Undertake statistical analysis to help **us** improve **our** services and products
- Contact **you** about products that are closely related to those **you** already hold with **us**

- Provide additional assistance for these products or services
- Notify **you** of important changes to products and functionality changes to **our** websites

Only where **you** have provided **us** with consent to do so, **we** may also from time to time use **your** information to provide **you** with details of offers relating to additional products and services.

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices.

Further information is contained in **our** Fair Processing Notice, full details of which can be found at www.bluebadgemobilityinsurance.co.uk/FPN. This explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with, how long **we** keep it for and informs **you** of certain rights **you** have regarding **your** personal information. If **you** are unable to access this website, details can be obtained by contacting **us** at The Data Protection Officer, Langstone Gate, Solent Road, Havant, Hampshire PO9 1TR, Telephone number: 01730 233 101, Email: Support@BlueBadgeMobilityInsurance.co.uk.

F. FRAUDULENT CLAIMS/FRAUD

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

1. Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
2. Fails to reveal or hides a fact likely to influence the cover **we** provide;
3. Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
4. Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
5. Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
6. Makes a claim for any loss or **accidental damage you** caused deliberately or with **your** knowledge; or
7. If **your** claim is in any way dishonest or exaggerated

We/ your Claims Administrator/ insurer will not pay any benefit under this policy or return any premium to **you** and **we/ your insurer** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

G. CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to Blue Badge Mobility insurance within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **us** however no refund of premium will be payable.

We/ your 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) Where **we/ your Claims Administrator/ insurer** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** asked.

If **we/ your insurer** 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 **your insurer** has provided cover.

Where **our/ your Claims Administrator's/ insurer's** investigations provide evidence of fraud or misrepresentation, **we/ your insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us/ your Claims Administrator/ insurer** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we/ your insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us/ your insurer**, as well as other insurers, in the future.

H. CARING FOR CUSTOMERS – COMPLAINTS PROCEDURE

How to make a complaint

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, please contact Blue Badge Mobility insurance. Phone: 01730 233 101, email Support@BlueBadgeMobility [insurance.co.uk](mailto:Support@BlueBadgeMobility@insurance.co.uk) or write to Langstone Gate, Solent Road, Havant, Hampshire. PO9 1TR.

If **Your** complaint is about a claim, **You** should refer the matter to:

MPL Claims Management Ltd
The Octagon
27 Middleborough
Colchester
Essex
CO1 1TG

Email: ergo@mplclaims.com

Telephone: 0345 060 0014

If **Your** complaint is about anything else, **You** should refer it to the contact details as set out below:

Ergo UK Speciality Ltd 10 Fenchurch Avenue London, EC3M 5BN

E-mail: complaints@ergo-commercial.co.uk

Alternatively, **You** can ask Blue Badge Mobility insurance to refer the matter on for **You**.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, **We** will refer **Your** complaint to the Head of Compliance at ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the



Head of Compliance **Yourself** by writing to:

Head of Compliance

ERGO UK Specialty Limited, on behalf of Great Lakes Insurance UK Limited

Munich Re Group Offices

10 Fenchurch Avenue

London EC3M 5BN

Telephone: 020 3003 7444

E-mail: complaints@ergo-commercial.co.uk

The Head of Compliance will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If **You** remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service

Harbour Exchange Square

Exchange Tower

London E14 9GE

Telephone: 0800 0234 567

Further information is available from them and **You** may refer a complaint to them online at

www.financial-ombudsman.org.uk.

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. a business which has a group annual turnover of less than £6.5m (approx. €8.125m) and either:
 - a. fewer than 50 staff OR
 - b. an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
3. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.