



**Direct Line**

Together with



**Motability**

# **COVER BOOKLET**

Insurance and loss and damage  
protection for scooters and  
powered wheelchairs



# Contents

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Welcome	3
Part 1: Definitions	5
Part 2: Protection from Motability Operations Ltd	7
Part 3: Direct Line Motability (DLM) Policy	10
Part 4: Conditions and Exclusions	15
Part 5: Complaints Procedure	18
Part 6: Your Personal Information	19
Insurance Product Information Document	20

If you would like a  
copy of this Booklet  
in large print or an  
alternative format,  
please call  
**0300 456 4566**

# Welcome

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Together, Motability Operations Ltd and Direct Line Motability (DLM) have arranged to give protection for users of products under contract hire agreements. These arrangements are designed to provide protection for you and your product.

The arrangements have two separate parts:

- > Under your Product contract hire agreement Motability Operations Ltd will pay for loss or damage to your product subject to the terms and conditions set out in Parts 2 and 4 of this cover booklet. This means that the hirer will be responsible for any loss or damage to the product, which is not the responsibility of Motability Operations Ltd.
- > DLM provides Motability Operations Ltd with an insurance policy for users of products under a contract hire agreement which is set out in Parts 3 and 4 of this cover booklet. This provides you with liability to others cover and legal expenses cover.

This cover booklet contains the legal terms and conditions of your protection from Motability Operations Ltd and a summary of the cover provided by DLM. Please read it carefully and advise Motability Operations Ltd and DLM on 0800 294 0790, if you have any questions or if there have been any changes in your personal circumstances as notified to DLM during the application process.

There are important limitations and exclusions under both your Motability Operations Ltd protection and your DLM insurance cover explained in Parts 2, 3 and 4 which you should be aware of. It is essential that you bear these in mind during the full length of your contract hire agreement. In particular:

- > Only the disabled person may use the product.
- > Individuals other than the disabled person may move, load or unload the product with the hirer's permission, but may not drive the product.
- > You will not be covered for:
  - using any other product, unless it is an alternative product, provided by or on behalf of Motability Operations Ltd in temporary replacement of the product provided under the contract hire agreement;
  - Damage of a cosmetic nature, which does not affect the normal and safe operation of the product;
  - Personal belongings in or on the product;
  - Adaptations unless they have been supplied with the product and are permanently fitted to the product and are designed to enable the disabled person to use the product; or
  - Any modifications.
- > Liability to others is limited to £2,000,000 per event.
- > DLM will only cover a proportion of the total claim costs for any incident if you have other insurance covering all or part of any claim.

**We wish you a happy and mobile future!**

## **Motability Operations Ltd**

For general enquiries about your contract hire agreement or your product, please contact:

Motability Operations Ltd  
City Gate House  
22 Southwark Bridge Road  
London  
SE1 9HB

Telephone:

**0300 456 4566**

Minicom:

**0300 037 0100**

(Lines are open 8.00am to 7.00pm  
Monday to Friday and 9.00am to 5.00pm  
on Saturdays)

## **Direct Line Motability**

For enquiries about insurance and loss and damage protection, please contact:

Direct Line Motability  
Churchill Court  
Westmoreland Road  
Bromley  
Kent  
BR1 1DP

Customer Services/Claims:

**0800 294 0790**

(Lines are open 9.00am to 5.00pm  
Monday to Friday)

## Part 1: Definitions

This cover booklet contains the terms and conditions of hire under which Motability Operations Ltd will pay for loss or damage to the product and the legally separate terms and conditions of Motability Operations Ltd's insurance policy with DLM.

All parts of this cover booklet use certain common definitions of the words or expressions below which will have the same meaning wherever they are shown in **bold** print.

### Adaptations

Any accessories and tools which are supplied with the **Product** by the **Dealer** and are required to enable the **Disabled Person** to use the **Product** and are permanently fitted to the **Product**

### Alternative Product

Any **Product** provided by or on behalf of **Motability Operations Ltd** to the **Hirer** in temporary replacement of the **Product** to provide continuous mobility under the **Contract Hire Agreement** including **Adaptations** to the **Alternative Product**

### British Isles

The **British Isles** are:

- > Great Britain
- > Northern Ireland
- > the Isle of Man
- > the Channel Islands
- > journeys by water or rail within or directly between any of these areas

### Carer

Any individual or organisation employed to provide care for the **Disabled Person** or anyone receiving carers allowance in respect of the **Disabled Person**

### Contract Hire Agreement

The agreement between **Motability Operations Ltd** and the **Hirer** for the hire of the **Product**, including the terms and conditions in Parts 1, 2 and 4 of this cover booklet

### Dealer

A dealer who is instructed by **Motability Operations Ltd** to provide the servicing and maintenance of the **Product**

### Disabled Person

Means the person specified as such in the **Contract Hire Agreement** or, if no person is specified, the **Hirer**

### DLM

Direct Line Motability, provides Motability Operations Ltd with the insurance policy underwritten by U K Insurance Ltd

### DLMS

The DLM Motability unit, a division of **DLM**, which provides claims management services on behalf of **Motability Operations Ltd** and which administers the **DLM Policy**

### DLM Policy

The **DLM Policy** is made up of:

- > the application for insurance (known as the Statement of Fact) under the **Contract Hire Agreement**
- > Parts 1, 3 and 4 of this cover booklet
- > any **Endorsement**
- > the **Policy Schedule**

### Endorsement

An amendment to the **DLM Policy**

### Event

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

### Excess

The amount shown in your **Contract Hire Agreement** (subject to variation by notice as set out in your **Contract Hire Agreement**) and/or the **Policy Schedule** which the **Hirer** must pay for any one **Event**

### External Claims Service Provider

The External Claims Service Provider chosen by **DLM** to manage claims under this **DLM Policy** on its behalf.

## Hirer

The person to whom the **Product** is let on hire by **Motability Operations Ltd** under the **Contract Hire Agreement**

## Insured Person

- > the **Hirer**
- > the **Disabled Person**
- > **Motability Operations Ltd**

## Market Value

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

## Modifications

Any change to the standard specification of the **Product** which renders the **Product** unsafe for use or which contravenes any legal requirement, in particular but not limited to the Use of Invalid Carriages on Highways Regulations 1988

## Motability Operations Ltd

Motability Operations Limited

## Period of Insurance

The period for which the **Hirer** is covered under the **DLM Policy**, as shown on the **Policy Schedule**

## Persons Entitled to Indemnity

The **Insured Person** and

- > The legal representative of any person who dies and who would have been covered under this section
- > Any individual who is moving but not driving the **Product** or **Alternative Product** with the permission of the **Hirer**

## Policy Schedule

The document which describes:

- > the **Hirer**
- > the **Disabled Person**
- > the **Product**
- > any specific details of the **DLM Policy**, such as the **Excess**

## Product

A powered wheelchair or mobility scooter, which is let on hire by **Motability Operations Ltd** to the **Hirer** under the **Contract Hire Agreement**. This includes **Adaptations**

## Territorial Limits

These are:

- > the **British Isles**
- > any country which is a member of the European Union
- > Iceland, Liechtenstein, Norway and Switzerland

The **Territorial Limits** also include journeys by water or rail between or within any of these countries, as long as:

- > The **Product** is transported by a commercial carrier: and
- > If transport is by water, the route taken does not last more than 65 hours under normal circumstances

## Terrorism

An act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of H.M Government in the United Kingdom or any government whether or not legally established.

## Part 2: Protection from Motability Operations Ltd

This Part describes **Motability Operations Ltd's** responsibilities if there is loss of, or damage to the **Product**, and forms part of the **Contract Hire Agreement**.

These terms are subject to the Conditions and Exclusions set out in Part 4 of this cover booklet, and should be read in conjunction with them.

### Section 1 – Loss and damage

#### What Motability Operations Ltd covers

**Motability Operations Ltd** will be responsible for loss of or damage, in the **British Isles** to:

1. The **Product**
2. The **Alternative Product**
3. **Adaptations**
4. Replacement key(s) when the keys to the **Product** have been lost or stolen in the **British Isles**, up to a limit of 3 replacement keys per **Period of Insurance**.

#### What Motability Operations Ltd does not cover

**Motability Operations Ltd** does not cover the following:

1. Loss or damage to the **Product** or **Alternative Product** to the extent that it arises from a breach of the **Contract Hire Agreement**
2. The amount of the **Excess** in the **Contract Hire Agreement** if applicable  
The **Excess** will not apply to loss or damage occurring when the **Product** or **Alternative Product** is in the care of a **Dealer** or similar organisation for servicing and repair or maintenance or testing
3. Loss or damage to the **Product** or **Alternative Product** of a cosmetic nature which does not affect the normal and safe operation of the **Product** or **Alternative Product**
4. Loss of value of the **Product** or **Alternative Product**
5. Loss or damage to the **Product** or **Alternative Product** due to atmospheric or climatic conditions, excluding flood
6. Wear and tear

7. Mechanical, electrical, electronic or computer failure
8. Damage to tyres caused by braking, punctures, cuts or bursts. This does not apply to fair wear and tear or faulty manufacture
9. Loss or damage caused by deception
10. Loss or damage to any property which does not belong to **Motability Operations Ltd**, except in the case of **Adaptations** and the **Alternative Product**
11. Loss or damage arising from theft, attempted theft, taking without consent or malicious persons if:
  - the keys for the **Product** or **Alternative Product** or anything which replaces a key is left in, on or about the **Product** or **Alternative Product** whilst it is left unattended
  - the **Product** or **Alternative Product** is stored overnight in an unattended motor vehicle, unless such vehicle is locked
  - the **Product** or **Alternative Product** is left unattended unless it is locked and secured to an immovable object by a padlock and chain (or other appropriate security device)
12. Loss or damage to the **Product** or **Alternative Product** if the loss and damage occurs outside of the **Territorial Limits**

If **Motability Operations Ltd** are not responsible for any loss or damage to the **Product** or **Alternative Product**, then the Hirer is responsible for making good that loss and repairing the damage.

#### How Motability Operations Ltd will settle a claim under this section

##### A. THE MAXIMUM AMOUNT MOTABILITY OPERATIONS LTD WILL PAY

**Motability Operations Ltd** will pay for repairs up to the **Market Value** for the **Product** or **Alternative Product**

##### B. HOW MOTABILITY OPERATIONS LTD WILL SETTLE A CLAIM

If the loss or damage is covered under these terms and conditions, Motability Operations Ltd will settle the claim as explained below

## 1. Product

If the **Product** is lost or damaged **Motability Operations Ltd** will repair the damage, subject to what appears here.

**Motability Operations Ltd** may decide to use suitable parts or **Adaptations** which are not supplied by the original manufacturer.

If the **Product** is lost or damaged and never found or if it cannot be repaired for a reasonable cost, the **Contract Hire Agreement** in relation to the **Product** will terminate. If **Motability Operations Ltd** agrees, you may enter into a new **Contract Hire Agreement**.

## 2. Adaptations

If **Adaptations** covered by **Motability Operations Ltd** are stolen or damaged, **Motability Operations Ltd** will:

- Pay for the damage to be repaired (if repairs can be carried out for a reasonable cost); or
- If repairs cannot be carried out for a reasonable cost, or if an **Adaptation** is never recovered, **Motability Operations Ltd** will pay the cost of an **Adaptation** of similar quality and value less an allowance for age, wear and tear.

## 3. Alternative Product

If an **Alternative Product** is lost or damaged **Motability Operations Ltd** may choose to repair the damage or pay the amount of loss or damage to the owner of the **Alternative Product**.

**Motability Operations Ltd** may decide to use suitable parts or **Adaptations** which are not supplied by the original manufacturer.

If an **Alternative Product** is lost or damaged and never found or if it cannot be repaired for a reasonable cost,

**Motability Operations Ltd** will pay up to the **Market Value** to the owner of the **Alternative Product**.

## C. RECOVERING, PROTECTING, STORING AND DELIVERING THE **PRODUCT** OR

## ALTERNATIVE PRODUCT

If the loss or damage is covered **Motability Operations Ltd** will pay the reasonable costs of:

- recovering, protecting and storing the **Product** or **Alternative Product**
- taking the **Product** or **Alternative Product** to the nearest repairer if it cannot be driven; and
- delivering the **Product** or **Alternative Product** to an appropriate address within the **British Isles** after it has been repaired.

## Section 2 – Protection Abroad

### A. PROTECTION FOR THE **PRODUCT** OR **ALTERNATIVE PRODUCT** ABROAD

Protection under sections 1 and 3 is provided whenever the **Product** or **Alternative Product** is taken to a country within the **Territorial Limits** (outside the **British Isles**), providing that the total length of all visits during any 12 month period is no more than 30 days.

### B. CUSTOMS DUTY

If the **Product** or **Alternative Product** is lost or damaged abroad, **Motability Operations Ltd** will pay customs duty for it to be stored or repaired as long as:

- > The loss or damage is covered under these terms and conditions; and
- > The **Product** or **Alternative Product** is in a country within the **Territorial Limits**.

## Section 3 – Loss of Use

### Definitions

The main definitions shown at the front of this booklet also apply to this section and, in addition, **Breakdown** shall mean that the **Product** cannot be used or safely driven as a result of:

- > Mechanical or electrical failure
- > Loss or damage

### What **Motability Operations Ltd** will pay

As a result of a **Breakdown** of the **Product** in the **British Isles**, **Motability Operations**



**Ltd** will refund to the **Hirer** that part of the **Hirer's Allowance** (as defined in the **Contract Hire Agreement**), that is payable as rental to **Motability Operations Ltd** during the period referred to below.

**Motability Operations Ltd** will calculate any refund it pays from the date when the **Breakdown** was discovered.

**Motability Operations Ltd** will refund any Allowance received, for the period you are without a product, excluding the first two weeks. **Motability Operations Ltd** will make one payment at the end of this period, unless **Motability Operations Ltd** agrees something different.

### What Motability Operations Ltd will not pay

**Motability Operations Ltd** will not pay any refund for the time when the **Hirer** has been supplied with an **Alternative Product** or any other product.

**Motability Operations Ltd** does not pay following a **Breakdown** which happens because of:

- > deliberate damage, neglect or misuse of the **Product**
- > any **Modifications** made to, or fitted to the **Product**
- > the fitting of parts which the manufacturer does not recommend fitting
- > freak weather conditions or frost damage (unless adequate precautions are taken)
- > use of the **Product** outside the **British Isles**

**Motability Operations Ltd** will not pay any refund in respect of any period after the **Contract Hire Agreement** between **Motability Operations Ltd** and the **Hirer** has been terminated.

### CONDITIONS AND EXCLUSIONS WHICH APPLY TO THE WHOLE OF THE PROTECTION

There are certain conditions and exclusions which apply to the whole of the **Motability Operations Ltd Protection**. These are listed in Part 4 of this booklet, and form part of this protection. Please read them carefully.

## Part 3: DLM Policy

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This part describes the terms of **Motability Operations Ltd's** insurance with **DLM**. **DLM** will cover **Insured Persons** during the **Period of Insurance** under the terms and conditions set out in this **DLM Policy**.

These terms are subject to Conditions and Exclusions set out in Part 4 of this cover booklet, and should be read in conjunction with them.

### Section 1– Liability to Others

#### What DLM cover

##### A. COVER FOR THE **PERSONS ENTITLED TO INDEMNITY**

**DLM** cover the **Persons Entitled to Indemnity** up to the limit of indemnity shown within the **Policy Schedule** for their legal liabilities for damages arising from:

- > accidental death or accidental bodily injury
- > accidental loss or damage to property arising out of the use of the **Product** or **Alternative Product** in the **British Isles**.

##### B. COVER FOR LEGAL COSTS AND EXPENSES

Subject to the written agreement of **DLMS**, **DLM** will provide or pay for the following services for any incident which might involve legal liability under this **DLM Policy**:

- > The reasonable costs of defence against a charge of manslaughter
- > Solicitor's reasonable fees at a coroner's inquest, fatal inquiry or magistrates court
- > Other reasonable legal fees, costs and expenses

##### C. COVER ABROAD

**DLM** will provide protection under the **DLM Policy** whenever the **Product** or **Alternative Product** is taken to a country within the **Territorial Limits** (outside the **British Isles**), providing that the total length of all visits during any 12 month period is no more than 30 days.

#### The most DLM will pay

In respect of any one **Event** the most **DLM** will

pay is the limit of indemnity shown by Liability to Others on the **Policy Schedule**.

#### Our rights to pay full limit at any time

In respect of any one **Event** **DLM** may pay the limit of indemnity shown by Liability to Others on the **Policy Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **DLM** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **DLM** are liable under this policy and which were incurred by the **Insured Person** prior to the date of such payment.

#### Parties to the contract of insurance

If **DLM** have to provide cover for more than one person our liability will not be more than the limit of indemnity shown by Liability to Others on the **Policy Schedule**.

#### What DLM do not cover

**DLM** do not cover the following:

1. Loss or damage to the **Product** or **Alternative Product** or any other property which is owned by or in the care of anyone making a claim under this section.
2. The legal liability of anyone except the **Hirer** or **Motability Operations Ltd** if they are entitled to cover under any other policy.
3. Accidental death or accidental injury to the **Hirer**, the **Disabled Person** or any individual
  - > who resides with the **Hirer** or **Disabled Person**
  - > who is employed by the **Hirer** or **Disabled Person** or
  - > who acts as a **Carer** for the **Hirer** or **Disabled Person**
4. Accidental death or accidental injury to any individual whilst moving the **Product** on behalf of the **Hirer** or **Disabled Person** except where the actions of the **Hirer** or **Disabled Person** are wholly or partly responsible.
5. **DLM** will not be liable for any loss, damage,

liability, cost or expense of any kind directly caused by, resulting from or in connection with any act of **Terrorism**.

## Section 2: Uninsured Loss Recovery and Legal Expenses

As part of the **DLM Policy**, **DLM** will cover you for your **Costs** if you need to take legal action or defend yourself in **Court**. This cover will, however, only be provided to you if the claim has a **reasonable chance** of **succeeding** for the duration of the claim.

Claims under this Section 2 of the **DLM Policy** are managed by a **Legal claims service provider**.

### Definitions

In addition to the main definitions set out in Part 1 of this cover booklet, the words listed below have the following meanings and apply to this Section 3 of Part 3 of this cover booklet only.

#### Appointed representative

The **preferred law firm**, solicitor, or other suitably qualified person that **DLM** appoints to represent you under this Section 3.

#### Costs

Legal costs, including:

- > All reasonable, necessary and proportionate legal fees, expenses and other fees charged by the **appointed representative** and agreed by **DLM**. **DLM** will assess legal fees, expenses and other fees on the standard basis, or in line with any fixed recoverable costs scheme that applies
- > Any fees that your opponent incurs that you're ordered to pay by a **court**
- > Any other fees **DLM** agrees to in writing.

#### Court

A court, tribunal or other suitable authority.

#### Date of Incident

The date of the incident that leads to a claim. If more than one incident arises at

different times from the same cause, the **date of incident** is the date of the first of these incidents

#### Legal claims service provider

Either Carpenters Insurance Services Limited or DLG Legal Services Limited, who have been chosen by **DLM** to manage claims on its behalf under the **DLM Policy** set out in this Section 2: Uninsured Loss Recovery & Legal Expenses Section.

#### Preferred law firm

The law firm **DLM** chooses to provide legal services. **DLM** chooses these legal specialists as they have the expertise to deal with your claim and comply with **DLM's** agreed service standards.

#### Reasonable chance of succeeding

When **DLM** and the **appointed representative** agree that there is a higher than 50% chance that you'll get a favourable judgment and do either of the following:

- > Recover your losses or damages
- > Get any other legal remedy **DLM** agrees to – for example, an enforcement of judgment, a successful appeal, or a successful defence of an appeal.

#### Terms of appointment

A separate contract **DLM** makes with the **appointed representative** if they're not a **preferred law firm**. It sets out:

- > The amounts **DLM** will pay the **appointed representative**.
- > Their responsibilities to report to **DLM**.

#### Uninsured Losses

Losses that are not covered under the **DLM Policy** or loss and damage cover provided by **Motability Operations Ltd** in Part 2 (for instance any excess) but which the insured person may be able to claim from the responsible party

#### Who's covered?

The **DLM Policy** cover you if you are:

- > The **hirer** of the **product** or **alternative product**

- > The **disabled person**
- > A passenger who a **disabled person** allows into the **product** or **alternative product**
- > Anyone who is moving but not using the **product** or **alternative product** with the **hirer's** permission
- > **Motability Operations Ltd.**

## What is covered

As part of the **DLM Policy**, **DLM** will cover you for the costs to claim your uninsured losses from the person responsible for an incident which happens during the period of insurance and within the **British Isles** that results in any of the following:

- > Loss of or **damage** to the **product** or **alternative product**
- > Loss of or damage to personal property whilst it is in or on the **product** or **alternative product** that
  - belongs to an insured person; or
  - the insured person is legally responsible for
- > Accidental bodily injury to or death of the **insured person** while using the **product** or **alternative product**

The **DLM Policy** will cover you if someone is more than 50% to blame and does not benefit from cover under the single motor insurance policy provided by **DLM** to **Motability Operations Ltd** in respect of the Motability Contract Hire Scheme.

Examples of the **uninsured losses** you may try to claim for include:

- > Compensation for your death or bodily injury
- > Damage to any belongings in the **product** or **alternative product** that you're legally responsible for
- > Any other financial losses that happened as a direct result of an accident.

## How much cover is provided?

The most that will be payable by **DLM** for all claims – including any appeal or counterclaim to do with the same incident – as part of the

**DLM Policy** is £25,000 of **costs** (including VAT).

## What is not covered

The **DLM Policy** do not cover any of the following:

- ✗ Legal claims for any loss or damage that's covered elsewhere in this cover booklet or any other insurance policy.
- ✗ Any shortfall between your total **costs** and the costs recoverable from another party, or that would reasonably be expected to be recoverable, pursuant to the Civil Procedure Rules (or its Scottish or Northern Irish legal equivalent).
- ✗ Claims that are to do with an incident that happened before you became entitled to the **DLM Policy** under this cover booklet.
- ✗ Any **costs** that **DLM** has not agreed to, or any costs that relate to the period before your **claim** is accepted by **DLM**.
- ✗ Any **costs** incurred by you or the **appointed representative** in providing **DLM** with any information or documentation with respect to the **DLM Policy**.
- ✗ Fines, penalties, compensation or damages you're ordered to pay by a court.
- ✗ Any dispute with **Motability Operations Ltd**, **DLM** or the **Legal claims service provider**. However, if you have a complaint, please see the 'If you have a complaint' Section on page 18 for more information.
- ✗ Any appeal or enforcement action, unless cover was provided to you by **DLM** for the original claim.
- ✗ Legal claims for psychological injuries or mental illness, unless they were caused by something covered in this cover booklet that also caused you physical injury.
- ✗ Action against another person named in the **policy schedule** if that person was to blame for the accident.
- ✗ Claims against:
  - **DLM** or any company which is a holding company, a subsidiary or subsidiary undertaking of the holding company from time to time

- The **preferred law firm**
- **Motability Operations Ltd**
- The **Legal claims service provider**.

### Reporting your claim

As soon as you are aware of a claim, you must contact **DLM** to report the circumstances. You must also provide **DLM** with any information **DLM** asks for and instruct your **appointed representative** to assist in this regard.

### Accepting your claim

In order for you to be eligible for the **DLM Policy** set out in this Section 3, **DLM** must accept that you have a valid claim. Your claim will only be accepted if:

- > The incident happened within the **British Isles**
- > You were covered on the **Date of Incident**
- > The legal proceedings will happen in a **Court** within the **British Isles**.

### Following the terms of this cover booklet

In order for you to be eligible for the **DLM Policy** set out in this Section 4, you must do all of the following:

- > Comply with all of the terms set out in this cover booklet
- > Take all reasonable precautions to minimise the **cost** of claims
- > Take all reasonable precautions to prevent a claim from happening.

If you haven't followed any of the terms set out in this cover booklet, and this prejudices **DLM's** position, then:

- > Your claim may be refused or cover under this section 4 withdrawn
- > **DLM** may refuse to cover your costs – even if **DLM** has previously agreed to cover them
- > **DLM** has the right to ask **Motability Operations Ltd** to reimburse **DLM** for any **costs** it has already paid to you. You must pay to **Motability Operations Ltd** any such amount upon request.

### Choosing who represents you

Where the **DLM Policy** set out in this Section 3 cover you for costs, you can choose an

**appointed representative** to look after your interests. This will include looking after your interests in any inquiry or other proceedings, or if there's any conflict of interest. Your **appointed representative** can be:

- > From a **preferred law firm** that **DLMS** suggests
- > Your own choice of **appointed representative**.

If you choose an **appointed representative** who isn't from a **preferred law firm**, they must agree to **DLM's terms of appointment**. **DLM** will only cover your **appointed representative's costs** from the date they agree to **DLM's terms of appointment**. You'll have a separate contract with your **appointed representative**. If they charge any **costs** that **DLM** doesn't agree, you'll be responsible for paying these.

### Co-operating with us and your appointed representative

**DLM** may contact your **appointed representative** at any time, and they must co-operate with **DLM**.

You must:

- > Co-operate with **DLMS** and your **appointed representative**
- > Get **DLM's** agreement before instructing a barrister or an expert witness
- > Keep **DLM** and your **appointed representative** up to date with any developments to do with the claim
- > As soon as possible, give **DLM** and your **appointed representative** any information, evidence and documents that you have or know about
- > Tell your **appointed representative** to give **DLM** any documents, information or advice that they have or know about, if **DLM** asks.

### You must not:

- > Take any action that hasn't been agreed by **DLM** or your **appointed representative**.

**If your appointed representative refuses to continue acting, or if you dismiss them**

If either of the following happens, the **DLM**

**Policy** will not cover you and cover for your **costs** will end immediately, unless **DLM** agrees to a different **appointed representative**:

- > Your **appointed representative** stops acting for you with good reason – for example, you behave dishonestly while dealing with your claim
- > You dismiss your **appointed representative** without good reason – for example, you disagree with their legal advice.

### Checking whether your claim has a reasonable chance of succeeding

Before proceeding, and in order to be eligible for the **DLM Policy** in this Section 3 and receive cover for **costs**, **DLM** must agree with your **appointed representative** that your claim has a **reasonable chance of succeeding**. You will only be entitled to this cover for so long as **DLM** and your **appointed representative** agree your claim has a **reasonable chance of succeeding** for the duration of the claim. This can change during your claim.

The **DLM Policy** will not cover you and **DLM** can refuse to continue paying **costs** if **DLM** or the **appointed representative** consider that the **costs** would be disproportionate to the value of the claim.

In determining whether it remains reasonable to fund your claim, **DLM** will consider whether a reasonable person without legal expenses insurance, but with available funds, would nevertheless continue to fund the case themselves:

- taking account of the likely financial compensation available from the claim, compared to the legal **costs** to be incurred in obtaining that compensation; and
- having regard to the means of the proposed defendant to be able to pay the claim.

If there are conflicting opinions about whether your claim is likely to succeed, **DLM** will ask you to get an expert opinion from a barrister. **DLM** will agree which barrister with you. If the barrister agrees with you, you won't need to pay for their advice. If they don't agree with you, you'll have to pay the costs for their advice.

### Offers to settle your claim

You must tell **DLM** if anyone:

- > Offers to settle your claim
- > Makes a payment into **court**.

If you refuse to accept an offer or payment that **DLM** or your **appointed representative** think you should accept, **DLM** can refuse to cover any further costs.

### Approval to settle or end your claim

Unless **DLM** agrees, you must not:

- > Stop, settle, negotiate or withdraw your claim
- > Dismiss your **appointed representative**.

**DLM** will expect any settlement to include provision for payment of your **costs** unless **DLM** agrees otherwise. **DLM** will not withhold its agreement to take these actions without good reason.

### When we might choose to settle your claim

**DLM** can settle your claim outside of court if **DLMs** thinks it makes financial sense to do this. If this happens, the **DLM Policy** will cover you for:

- > The amount you're likely to be awarded by a **court**.
- > The equivalent financial value, if your claim is not for damages.

### Checking costs

**DLM** have the right to have costs:

- > Certified by an appropriate professional body
- > Checked by an auditor – for example, a costs lawyer – that **DLMs** chooses
- > Assessed by a **court**.

### Recovering costs

If your **costs** can be recovered from somewhere else, you must tell your **appointed representative** to do this. If **DLM** has paid **costs** that you then recover, you must pay the money back to **DLM**.

## Part 4: Conditions and Exclusions

Set out in Part 4 are the conditions and exclusions to the obligations of **Motability Operations Ltd** as contained in Part 2 of this cover booklet and to the insurance cover provided by **DLM** under Part 3.

### Section 1 – Conditions which apply to Parts 2 and 3 of this cover booklet

#### 1. REPORTING A CLAIM

- > The **Hirer** must tell **DLMS** without undue delay about any incident or **Legal Proceedings** which may lead to a claim and must co-operate with any investigation that may arise out of the incident.
- > **DLMS** may ask the **Hirer** to provide all the details in writing together with any evidence which **DLMS** may need.
- > If there has been a theft, attempted theft or taking without consent, the **Hirer** must also tell the police immediately and obtain a crime reference number.
- > If the **Hirer** or **Motability Operations Ltd** receive any writ, summons or other legal document or letter then it must be sent to **DLMS** without undue delay.
- > Correspondence must not be answered without the written permission of **DLMS**. **DLMS** will not refuse permission without a good reason.

#### 2. ASSESSING THE CLAIM

The **Hirer** must give **DLMS** whatever reasonable help and information **DLMS** ask for and must not admit or deny a claim or negotiate or promise to pay a claim without **DLMS's** written permission. **DLMS** will not refuse permission without a good reason.

#### 3. FRAUD OR INVALID DOCUMENTS

**Motability Operations Ltd** and **DLMS** will not pay under Parts 2 or 3 of this cover booklet, if the **Insured Person** in question:

- > makes a false claim or deliberately exaggerates that claim
- > sends **Motability Operations Ltd** or **DLMS**

a false declaration or statement to support that claim

- > sends **Motability Operations Ltd** or **DLMS** any other false documents to support that claim

#### 4. CHANGES IN CIRCUMSTANCES

The **Hirer** must tell **DLMS** about any change in circumstances which could affect the liability of **Motability Operations Ltd** or the **DLM Policy**. For example **DLMS** must be told as soon as possible if any of the following happen:

- > If the **Hirer** changes address
- > Any **Modifications** are made to the **Product**
- > If the **Hirer** or **Disabled Person** is involved in any incident whilst using any product.

The above list is not exhaustive, so if there is other information that you believe to be relevant you must notify **Motability Operations Ltd** or **DLMS**. **DLM** may reassess cover as a result of any important information provided to it. If **DLM** are not told about anything which is relevant:

- > The cover under the **DLM Policy** may not be valid
- > **DLM** may reject a claim

#### 5. LOOKING AFTER THE PRODUCT AND ALTERNATIVE PRODUCT AND TAKING REASONABLE PRECAUTIONS

The **Hirer** and **Disabled Person** must do everything possible to prevent loss or damage, keep the **Product** or **Alternative Product** in good condition and take reasonable precautions to prevent accidents.

**Motability Operations Ltd** and/or **DLM** must be able to inspect the **Product** or **Alternative Product** at all reasonable times.

#### 6. TAKING OVER RIGHTS

If the **Insured Person** makes a claim, he or she must be prepared to take any steps **Motability Operations Ltd**, **DLM** or the **External Claims Service Provider** may ask him or her to take to protect his or her rights. The **Insured Person** must also be prepared to allow **Motability**

**Operations Ltd, DLM** or the **External Claims Service Provider** to act in his or her name and take any steps they feel are necessary to protect his or her rights. This may mean that **Motability Operations Ltd, DLM** or the **External Claims Service Provider** defend or settle the claim in the **Insured Person's** name. If **Motability Operations Ltd, DLM** or the **External Claims Service Provider** do this, they will pay any costs and expenses involved.

## 7. FRAUDULENT APPLICATIONS OR REQUESTS FOR CHANGES

**Motability Operations Ltd** or **DLM** will not pay benefits or arrange help if the following are materially misleading or false:

- > any part of the application for this insurance
- > any further changes requested under Part 2 or 3

For example, this could include:

- > not telling **DLM** about previous accidents or losses, even if a claim was not made
- > making any **Modifications** to the **Product**
- > knowingly giving any false information to **DLM**

The above list is not exhaustive, so if there is other information that you believe to be relevant you must notify **Motability Operations Ltd** or **DLMS**.

## Section 2 - Exclusions which apply to Parts 2 and 3 of this booklet

Set out in this section are exclusions to the obligations of **Motability Operations Ltd** as contained in Part 2 of this cover booklet and to the insurance cover provided by **DLM** under Part 3.

### A. USE AND DRIVING

**Motability Operations Ltd** and **DLM** will not cover any claim if the **Product** or **Alternative Product** is being used by the **Disabled Person** outside the provisions of any legal requirement, in particular but not limited to the Use of Invalid Carriages on Highways Regulations 1988. **Motability Operations Ltd** and **DLM** will not cover any claim if the **Product** or **Alternative Product** is taken and/

or used with or without the **Hirer** or **Disabled Person's** permission by any person, including but not limited to;

- > a member of the family of the **Hirer** or **Disabled Person**
- > a spouse, girlfriend or boyfriend of the **Hirer** or **Disabled Person**
- > anyone who normally resides with the **Hirer** or **Disabled Person**

### B. LIABILITY WHICH RESULTS FROM AN AGREEMENT

The **Insured Person** must not agree liability or agree to pay a claim, without **DLM's** written permission, as neither **Motability Operations Ltd** nor **DLM** will accept any liability which results only from an agreement made by an **Insured Person**.

### C. RADIOACTIVE CONTAMINATION

No cover is provided for any loss, damage or liability caused by:

- > ionising radiation or radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel
- > the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts

### D. WAR RISKS

Neither **Motability Operations Ltd** nor **DLM** cover any loss, damage or liability caused by war, riot, revolution or any similar event.

### E. RIOT AND CIVIL UNREST

Neither **Motability Operations Ltd** nor **DLM** cover incidents caused by riot and civil unrest outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

### F. POLLUTION

Neither **Motability Operations Ltd** nor **DLM** cover loss or damage caused by pollution or contamination unless the pollution or contamination is the direct result of a single incident which happens during the **Period of Insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.



All pollution caused by one incident will be considered to have happened at the time the incident took place.

### G. FINES OR PENALTIES

Neither **Motability Operations Ltd** nor **DLM** will pay for any

- > fines; or
- > compensation ordered or awarded by a court of Criminal Jurisdiction

### H. SONIC BANGS

Neither **Motability Operations Ltd** nor **DLM** cover any loss or damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

### I. FINANCIAL SANCTIONS

Neither **Motability Operations Ltd** nor **DLM** will provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the period of insurance, cover under this policy will cease with immediate effect.

### J. YOUR RIGHTS

The **DLM Policy** is a policy between **Motability Operations Ltd** and **DLM**. Insured Persons other than **Motability Operations Ltd** have no contractual right to enforce its provisions against **DLM**. **Motability Operations Ltd** will, so far as reasonably practical, enforce those provisions for you. Your statutory rights of enforcement are not affected.

### K. THE LAW WHICH APPLIES

**DLM** have chosen the laws of England and Wales to be applicable to the contract of insurance between **DLM** and **Motability Operations Ltd** and the parties submit to the exclusive jurisdiction of the English Courts. If the **Hirer** is resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where the **Hirer** is resident will always apply to the cover and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

### L. OTHER INSURANCE

If a claim under this **DLM Policy** is also covered by other insurance, **DLM** will only pay its share of the claim.

**Motability Operations Ltd** has undertaken to pay the premiums for cover under this **DLM Policy** which will remain in force as long as the premiums are paid and other terms and conditions are complied with.

## Part 5: Complaints Procedure

### How we can help

If something's not right, please call us on **0800 294 0790**.

### How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible or explain something we could have made clearer.

Please call us on **0800 294 0790** to speak to us about your problem.

If you'd prefer to write to us, please send your letter to:

**Customer Relations Manager  
Direct Line Motability  
Churchill Court  
Westmoreland Road  
Bromley  
BR1 1DP**

Our staff will do everything they can to support you. We'll aim to resolve most issues within three working days of receiving your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who'll be dealing with it, and what the next steps are.

We'll keep you updated regularly. You'll also receive the following written communication from us, depending on how long it takes us to resolve your complaint.

### Independent review

If we don't complete our investigations within 8 weeks of receiving your complaint, or you're unhappy with our response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the FOS will not affect your legal rights.

You can contact them by:

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

Phone: UK: **0300 123 9123** or **0800 023 4567** Abroad: **+44 (0) 20 7964 0500**

Writing to: **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

Their website also has a great deal of useful information:

**<http://www.financial-ombudsman.org.uk>**

## Part 6: Your Personal Information

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Your privacy is important to us and we are committed to keeping it protected. Our privacy notice details how we collect, use, share, and protect your personal information. It can be found by going to our website: **[u-k-insurance.co.uk/directline-motability.html](https://u-k-insurance.co.uk/directline-motability.html)**

If you would like a physical, braille or large print copy of the full notice, please call us.

## Wheelchair & Scooter Insurance Cover

### Insurance Product Information Document

**Company: U K Insurance Limited**

**Product: Motability Motability Contract Hire Powered Wheelchair and Scooter Scheme**

Registered Insurance Undertaking in England and Wales. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810.

This document is a summary of the key information relating to your insurance and loss and damage protection policy. Complete pre-contractual and contractual information on the product can be found in your cover booklet.

#### What is this type of insurance?

This insurance policy lasts for the length of your lease agreement with Motability Operations Ltd and provides cover for loss or damage to the mobility scooter or powered wheelchair, and also for your legal liabilities for injury to third parties or damage to third party property.



#### What is insured?

- ✓ Accidental damage
- ✓ Fire
- ✓ Theft, or attempted theft of the product
- ✓ Malicious damage
- ✓ Vandalism
- ✓ Liability for third party personal injury and property damage up to £2,000,000 for any one event
- ✓ Replacement keys if they are lost or stolen
- ✓ Legal expenses and uninsured loss recovery following an accident with the product
- ✓ Damage to the product in EU countries for up to 30 days in any 12-month period

- ✓ Liability for third party personal injury and property damage in EU countries for up to 30 days in any 12-month period



#### What is not insured?

- ✗ Wear and tear
- ✗ Any modifications
- ✗ Personal possessions
- ✗ Damage caused by mechanical, electrical, electronic or computer breakdowns, breakages or failures
- ✗ Damage to tyres caused by braking, punctures, cuts or bursts



### Are there any restrictions on cover?

- ! Excesses – this is the part of a claim you have to pay
- ! Use of the product:
  - Cover will not apply if the product is being used by anyone other than the disabled person



### Where am I covered?

- ✓ This product provides the cover shown in your schedule while your product is in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, or any country which is a member of the European Union and Iceland, Norway, Liechtenstein and Switzerland.



### What are my obligations?

- You must answer our questions honestly, accurately and provide true and complete information, and tell us of any changes in your circumstances that may affect your insurance and the cover provided including:
  - Change of address
  - Any modifications made to the product
- You must tell us as soon as you become aware of any incident or legal proceeding which may lead to a claim

#### Important:

- At all times the product will remain the property of, or leased by, Motability Operations Ltd
- Any claims payments for loss or damage to the product will be made to Motability Operations Ltd
- You must not modify the product without permission from Motability Operations Ltd
- You must not sub-lease or sell the product



### When and how do I pay?

The cost of cover is included in your contract hire agreement payments.



### When does the cover start and end?

Cover will start on the cover start date shown on your schedule and will continue for the duration of your Contract Hire Lease Agreement.



### How do I cancel the contract?

This insurance is provided when you lease a powered wheelchair or scooter from Motability Operations Ltd. The insurance contract is between Motability Operations Ltd and Direct Line Motability and, as such, you may not cancel the insurance contract.

If, however, you wish to cancel your lease agreement you will need to contact Motability Operations Ltd by calling **0300 456 4566**.





Motability Operations' single insurance policy for this Scheme with Direct Line Motability is underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds, LS1 4AZ. Registered in England and Wales No.1179980. UK Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.