



Direct Line

Together with



**Motability
Scheme**

COVER BOOKLET

**Motability Contract Hire Scheme
Responsibility for product loss and
damage and your insurance benefits
for scooters, wheelchairs and
powered wheelchairs**



Welcome

Together, **Motability Operations** and **Direct Line Motability** have arranged to give protection for users of the **Motability Contract Hire Scheme**. These arrangements are designed to provide protection for you and your **product**.

Motability Operations' single insurance **policy** for this Scheme with **Direct Line Motability** is underwritten by U K Insurance Limited.

U K Insurance Limited is a registered data controller reference number Z6487866, which is part of the Aviva group of companies.

The arrangements have two separate parts:

- 1. Motability Operations** is responsible for **product** loss and damage subject to the terms and conditions set out in Parts 2 and 4 of this cover booklet. The **hirer** is responsible for **product** loss and damage which is not the responsibility of **Motability Operations**.
- 2. DLM** provides **Motability Operations** with the **policy** which provides certain valuable benefits for users of the **Motability Contract Hire Scheme**. These benefits include third party liability cover and legal expenses cover and are described in Parts 3 and 4 of this cover booklet. You are a beneficiary under the **policy** and **Motability Operations**, as the sole **policy**holder, claims these benefits on your behalf on the basis described in this cover booklet.

This cover booklet contains the legal terms and conditions of (i) **Motability Operations'** responsibilities for **product** loss and damage and (ii) the benefits that you are entitled to as a beneficiary under the **policy**.

Please read it carefully and advise **Motability Operations** and **DLM** (using the contact details on the next page) if the **insurance benefits** described in the **DLM** documentation do not meet your requirements or there have been any changes in your circumstances as notified to **DLM**. Anything to do with your **contract hire agreement**, you will need to discuss directly with **Motability Operations**.

There are important limitations and exclusions regarding both **Motability Operations'** responsibilities for **product** loss and damage and the **insurance benefits** that are explained in Parts 2, 3 and 4 of this cover booklet which you should be aware of. It is essential that you bear these in mind for as long as you are using a **product** provided under the **Motability Contract Hire Scheme**.

Please note all Parts of this cover booklet use certain common definitions of the words or expressions which are defined in Part 1 of this cover booklet and which will have the same meaning wherever they are shown in **bold print**.

We wish you a happy mobility.

Contact details

Motability Operations

For general enquiries about the Motability Contract Hire Scheme, your contract hire agreement or your product please contact:

Motability Operations Limited
410 Bristol Business Park
Bristol
BS16 1EJ

Telephone:

0300 456 4566

Minicom:

0300 037 0100

Lines are open:
8.30am to 6.00pm Monday to Friday and
9.00am to 1.00pm on Saturday

**If your product is immobile, please contact
Autohome Motability Assist on**

0800 953 5000

(Lines open 24 hours)

Direct Line Motability

For enquiries about your insurance benefits, product loss and damage or claims please contact:

Direct Line Motability
Churchill Court
Westmoreland Road
Bromley
BR1 1DP

Customer Services:

0800 294 0790

Lines are open:
9.00am to 5.00pm Monday to Friday

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FAQs

Who is covered to use other products?

No one named on the **cover schedule** is covered to use any other **product**, unless that **product** is provided to the **hirer** by or on behalf of **Motability Operations**.

Am I covered if I leave my product unlocked or the keys in the product?

- X Motability Operations** is not responsible for any **claim** for theft, or attempted theft, if the **product** is left:
- Unlocked
 - With **keys** or key fobs in, on, or attached to the **product**

What product damage is Motability Operations not responsible for?

- X Motability Operations** is not responsible for:
- Mechanical or electrical failure
 - Wear and tear
 - Damage to tyres caused by braking, punctures, cuts, or bursts
 - Cosmetic damage to the **product's** trim unless this arises from an incident which also requires bodywork or mechanical repair.

What's not covered?

- X Motability Operations** is not responsible for **product** loss and damage if the **product** is being used:
- By someone who's not the **disabled person**

This does not impact **Motability Operations'** liability to the legal owner of an **alternative product**.

You can find full details of what's not covered in the rest of this cover booklet.

What if non-standard equipment or adaptations and modifications are lost or damaged?

Motability Operations is not responsible for loss or damage to non-standard equipment or for **adaptations** and **modifications** – except for **adaptations** and **modifications** that have been fitted or made with **Motability Operations'** prior written approval and are designed to enable the **disabled person** to use the **product**.

Can I use the product abroad?

If you want to use the **product** abroad, you can find full details of how the cover provided under this cover booklet applies overseas in Part 4 of this cover booklet.

Part 1: Definitions and making a claim

Section 1: Definitions

About the glossary

When we use these words or terms in the cover booklet, they have these specific meanings (unless we say differently).

Adaptations Accessories and tools which are supplied with the **product** and are required to enable the **disabled person** to use the **product**, and which have been advised to **DLM** and accepted by **Motability Operations** and **DLM**.

Alternative product A **product** provided by or on behalf of **Motability Operations** to the **hirer**:

> In temporary replacement of the **scheme product** to provide continuous mobility under the **Motability Contract Hire Scheme**, including **adaptations**

Carer Any individual or organisation employed to provide care for the **disabled person** or anyone receiving the carers allowance in respect of the **disabled person**.

Claim A claim by the **hirer** in respect of **product** loss and damage or the **insurance benefits**.

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 **insurance benefits** set out in Part 3, Section 2: Legal cover.

Contract hire agreement The agreement between **Motability Operations** and the **hirer** for the hire of the **scheme product**.

Cover schedule The document which describes:
The **hirer**
The **disabled person**
The **scheme product**.

Disabled Person The person specified as such in the **contract hire agreement** or, if no person is specified, the **hirer**

DLM or **Direct Line Motability** U K Insurance Limited, the insurance company that provides **Motability Operations** with the **policy**.

DLMS a department of **DLM** which provides a claims management service for and on behalf of **Motability Operations** and **DLM**.

Event One incident or all incidents attributable to one source or original cause

Excess or **excesses** An amount that the **hirer** is required to pay towards the costs of repair or replacement of the **product**.

Hirer The person to whom the **product** is provided by **Motability Operations** under the **Motability Contract Hire Scheme**.

Insurance benefits The benefits that you are entitled to as a beneficiary under the **policy** as set out in Parts 3 and 4 of this cover booklet.

Insured person refers to:

- > The **hirer**
- > The **disabled person**; and
- > **Motability Operations**.

Key or **Keys** Physical key or device for smart access, provided with the **product** by the manufacturer that allows use of and/or the ability to move the **product**.

Modifications Any changes made to the standard specification of the **scheme product** on or behalf of the **hirer** and which have been advised to **DLM** and accepted by **Motability Operations** and **DLM**.

Motability Contract Hire Scheme The scheme operated by **Motability Operations** for the lease of **scheme products** to **hirers**.

Motability Operations Motability Operations Limited, which is the company that operates the **Motability Contract Hire Scheme**.

Policy The single motor insurance **policy** provided by **DLM** to **Motability Operations** in respect of the **Motability Contract Hire Scheme**.

Product A **scheme product** or an **alternative product**.

Scheme product is a scooter, wheelchair or powered wheelchair listed in the **contract hire agreement** and provided by **Motability Operations** to the **hirer** under the **Motability Contract Hire Scheme**.

Territorial Limits

- > Great Britain
- > Northern Ireland
- > the Channel Islands
- > the Isle of Man
- > Journeys between these places.

Terrorism An act of terrorism as defined by the terrorism legislation applicable where the incident took place.

Section 2: Making a claim

If you need to get in touch

These steps will help you and enable us to process your enquiry quickly.

In this Section 2 (Making a claim), when **we** use the terms “**we**”, “**our**” and “**us**”, unless **we** say differently, it should be read to mean **Motability Operations** where the **claim** relates to **product** loss and damage and **DLM** where the **claim** relates to the **insurance benefits**.

DLMS administers the cover provided under this cover booklet for and on behalf **Motability Operations** and **DLM**. When you contact **us** to make a **claim**, **DLMS** will handle the matter on **our** behalf.

Claims under Part 3, Section 2: Legal cover of the **insurance benefits** will be managed by a **claims service provider**.

Here are some important numbers you'll need if you have an accident

Need to make a claim?

0800 294 0790

Help with anything else

0800 294 0790

If your product is immobile, please contact Autohome Motability Assist UK on:

0800 953 5000

(Lines are open 24 hours)

Store these numbers in your phone so you have them available if needed. Even if you don't need to make a **claim** for the **product**, it's important to let **us** know about the accident as quickly as possible. This will enable **us** to contact any other party involved in the accident and resolve the entire **claim**, giving you the best service.

How it works

Please have the following information to hand when getting in touch with **us**:

- > Your personal details
- > The policy number on your **cover schedule**
- > A description of the loss or damage
- > If you've been in an accident, the other parties' details.

Other information you need to send to us

If you get any communication such as any notice or form from a court, any threat of legal action or similar, please contact **us** straight away. **We'll** deal with it or tell you what you need to do. You must also give **us** any other relevant information, documents or help **we** might need to process your **claim** and pay any charges for sending such information. When you contact **us**, **we'll** tell you how to send this information to **us**, either electronically or by post.

If you're unsure if a document is relevant, please give it to **us** anyway

Avoid increasing the amount claimed

You must not do, or refrain from doing, anything that would increase the amount of the **claim** without **our** written permission. For example, you must not admit liability to, or negotiate to settle with, any other party that was involved in the accident.

Paying the excess

When making a **claim** for **product** loss or damage, the **hirer** is required to pay an **excess**. You can find details of each **excess**, and the circumstances where it is payable, in the **cover schedule**.

We won't charge an **excess** if you have been in an accident that **we** believe is not your fault and **we** can make a full recovery of our costs.

Sometimes the **hirer** may have to pay the **excess** while **we're** looking into the **claim**, but **we'll** refund it once it's proven you're not to blame and **we** can recover our costs.

Repairs to the product

How repairs and replacements work

This provision explains how repairs to the **product** will be undertaken where **Motability Operations** is responsible for the damage to the **product**.

Motability Operations will repair the **product** unless **Motability Operations** specifically agrees otherwise with you. Repairs will only be undertaken if it makes financial sense to do so. Repairs may use parts that haven't been made by the **product's** manufacturer, but that are of a similar standard. This can include recycled parts.

Adaptations and Modifications

Adaptations and **modifications** that form part of your **contract hire agreement** are covered under Part 2 of this cover booklet.

If any **adaptations** or **modifications** that fall under the terms of your **contract hire agreement** are damaged, **Motability Operations** will:

- > Repair the damage (if repairs can be carried out for a reasonable cost)
- > Replace whatever is damaged if that's more cost-effective than repairing the damage.

Removing, delivering, and storing the product

If a **claim** is made for **product** loss and damage where **Motability Operations** is responsible and the **product** can't be used, **Motability Operations** will organise and pay for:

- > Recovery, protection and storage of the **product**
- > The **product** to be taken to the nearest repairer
- > Delivery of the **product** to the address shown in the **cover schedule** after it's been repaired.

Part 2: Responsibility for product loss and damage

This Part 2 of this cover booklet sets out Motability Operations' responsibilities for product loss and damage. You, the hirer, will be responsible for product loss and damage that is not Motability Operations' responsibility.

Section 1: Loss and damage

What Motability Operations is responsible for

Motability Operations is responsible for loss or damage arising within the **territorial limits**, to the **product**, including the following:

- > **Adaptations and Modifications**
- > The **product's keys**.

What Motability Operations is not responsible for

In addition to the exclusions set out in Part 4, Motability Operations is not responsible for:

- ✗ Loss or damage to the **product** to the extent that it arises from a breach of the **contract hire agreement**.
- ✗ Loss or damage to the **product** if the **insured person** doesn't take care to keep the **product** secure. For example, if the **disabled person** who uses the **product**:
 - left the **keys** unattended in or on the **product**
 - left the **product** unattended and unlocked.
- ✗ Loss or damage to the **product** of a cosmetic nature that does not affect the normal and safe use of the **product**.
- ✗ Loss or damage caused by deception.
- ✗ Loss or damage to any personal property.
- ✗ The amount of the **excesses** in the **cover schedule**.

You can find full details of what's not covered, and the **product** loss and damage that Motability Operations is not responsible for, in 'Part 4: Exclusions – what you are not covered for' on page 23.

Excesses

In circumstances where **Motability Operations** is responsible for the **product** loss and damage under this Part 2, the **hirer** is responsible for paying any **excess** that applies in accordance with the **cover schedule**.

An **excess** will not, however, be payable:

- > If you have been in an accident that **Motability Operations** believes is not your fault. Sometimes the **hirer** may have to pay the **excess** while **Motability Operations** looks into the **claim**, but **Motability Operations** will refund the **excess** to you once it has been proven that you were not to blame.
- > Where the **product** loss or damage occurred when the **product** was in the care of a dealer or similar organisation for servicing and repair or maintenance or testing.

Motability Operations may change the **excess** that applies from time to time. **Motability Operations** will notify you of any change it makes to the **excess** in advance of the change taking effect.

What Motability Operations will do if you make a claim under Part 2

If **Motability Operations** is responsible for the loss or damage to the **product**, **Motability Operations** will do the following:

Scheme product

If the **scheme product** (including its **keys**) is lost or damaged, **Motability Operations** will:

- > Repair or pay to repair the damage
- > Replace what is lost or damaged if that's more cost-effective.

If the **scheme product** cannot be repaired for a reasonable cost, or if it is stolen and not recovered, the **contract hire agreement** in relation to the **scheme product** will terminate.

Alternative product

If any part of an **alternative product** is lost or damaged **Motability Operations** will either repair the **alternative product** or reimburse the legal owner of the **alternative product** (or other person who made available the **alternative product** to **Motability Operations**) for the loss or damage.

Section 2: Use abroad

Travel abroad

Motability Operations' responsibility for loss and damage under Part 2 extends to whenever the **product** is taken to a country outside the **territorial limits**, where:

- > the total length of any visit, or the total length of all visits, during any 12-month period is no more than 30 days (unless you have **Motability Operations** written permission to extend the duration of the visit); and
- > The **product** is in a country listed in 'Part 4: Where you can use the product' on page 20.

Customs Duty

If the **product** is stolen or damaged abroad, **Motability Operations** will pay any customs duty for it to be stored or repaired as long as:

- > The loss or damage is **Motability Operations'** responsibility under Part 2, and
- > The **product** is in a country listed in 'Part 4: Where you can use the product' on page 20.

Part 3: Insurance benefits

This Part 3 sets out the insurance benefits you receive as a beneficiary under the policy – including what is, and is not, covered by the insurance benefits.

Section 1: Liability

Liability to other people (third parties)

The **insurance benefits** cover you up to the limits shown in the **cover schedule**:

If you cause an accident

The **insurance benefits** cover you if you're found to be legally responsible to other people for an accident involving the **product** that:

- > Injures or kills someone, and/or
- > Damages someone else's property.

If you have to go to court

If legal liabilities arise from the use of the **product**, **DLM** may pay for reasonable legal costs or expenses to defend or represent you or the **disabled person**:

- > At a coroner's inquest or fatal accident inquiry
- > In criminal proceedings to do with the accident.

It's up to **DLM** whether or not to cover such costs and expenses. If **DLM** does, all legal costs and expenses must be agreed beforehand in writing by **DLM**. If **DLM** agrees to pay these legal costs or expenses, you will be informed how much **DLM** is willing to cover.

Part 3: Insurance benefits continued

Cover for other people

The **insurance benefits** also cover any of the following people for their liability to others:

- > Anyone who is moving but not using the **product** if they have the **hirer's** permission
- > The legal representative of anyone covered if that person dies.

Cover abroad

Section 1: Liability of the **insurance benefits** is extended to provide cover whenever the **product** is used outside of the **territorial limits** and is in a country listed in 'Part 4: Where you can use the product' on page 20, provided that the total length of any visit, or the total length of all visits during any 12-month period, is no more than 30 days.

Section 2: Legal cover of Part 3 doesn't apply whenever the **product** is used outside of the **territorial limits**.

See also 'Part 4: Where you can use the product' on Page 20.

Payments made outside the terms of the DLM documentation

If **DLM** has to make a payment that isn't covered by the **DLM** documentation because it is a requirement under any country's laws, **DLM** has the right under the **policy** to ask **Motability Operations**, or the person who is legally responsible, to reimburse it for that payment. This includes any amount that **DLM** has to pay because you don't provide accurate and complete information. You must pay to **Motability Operations** any such amount upon request.

What is not covered

In addition to the exclusions set out in Section 3 of Part 4, the **insurance benefits** do not cover any of the following:

- ✗ Loss of or damage to the **product** or any other property which is owned by or in the care of anyone making a **claim** under this Section 1.
- ✗ Legal liability to anyone except the **insured person** if they are entitled to the **insurance benefits**.
- ✗ Accidental death or injury to the **hirer**, the **disabled person** or any individual who:
 - resides with the **hirer** or **disabled person**
 - is employed by the **hirer** or **disabled person**
 - acts as a **carer** for the **hirer** or **disabled person**.
- ✗ Accidental death or injury to anyone whilst moving the **product** on behalf of the **hirer** or **disabled person** except where the **hirer** or the **disabled person** are wholly or partly responsible.
- ✗ Any consequence of an act of **terrorism**.

You can find full details of what's not covered in 'Part 4: Exclusions – what you are not covered for' on page 23.

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 other people on the **cover schedule**.

Section 2: Legal cover

As part of the insurance benefits, 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 insurance benefits are managed by a **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 2 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 2.

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.

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 Section 1 of the **insurance benefits** or the loss and damage cover provided by **Motability Operations** 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 **insurance benefits** cover you if you are:

- > The **hirer** of the **product**
- > The **disabled person**
- > Anyone who is moving but not using the **product** with the **hirer's** permission
- > **Motability Operations**.

What is covered

As part of the **insurance benefits**, **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 **territorial limits** that results in any of the following:

- > Loss of or damage to the **product**
- > Loss of or damage to personal property whilst it is in or on the **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**

The **insurance benefits** will cover you if someone who does not benefit from cover under the **policy** is more than 50% to blame for the incident.

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** 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 **insurance benefits** is £25,000 of **costs** (including VAT).

What is not covered

The **insurance benefits** 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 legal equivalents in the other countries within the **territorial limits**).
- ✗ Claims that are to do with an incident that happened before you became entitled to the **insurance benefits** 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 **insurance benefits**.
- ✗ Fines, penalties, compensation or damages you're ordered to pay by a **court**.
- ✗ Any dispute with **Motability Operations**, **DLM** or the **claims service provider**. However, if you have a complaint, please see the 'If you have a complaint' Section on page 26 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 **cover 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**
 - The **claims service provider**.

Reporting your claim

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

Accepting your claim

In order for you to be eligible for the **insurance benefits** set out in this Section 2, **DLM** must accept that you have a valid **claim**. Your **claim** will only be accepted if:

- > The incident happened within the **territorial limits**
- > You were covered on the **date of incident**
- > The legal proceedings will happen in a **court** within the **territorial limits**.

Following the terms of this cover booklet

In order for you to be eligible for the **insurance benefits** 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 under the **policy** to ask **Motability Operations** to reimburse **DLM** for any **costs** it has already paid to you. You must pay to **Motability Operations** any such amount upon request.

Choosing who represents you

Where the **insurance benefits** set out in this Section 2 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 **DLM** 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 **DLM** 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 **insurance benefits** 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 **insurance benefits** in this Section 2 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**.

Sometimes the **costs** of a legal action may be too much in relation to the value of your **claim**. This relates to a legal test that is referred to as 'proportionality'. In these cases, we may not provide further cover for your **claim**. When looking at how much your **claim** will cost to take legal action versus the potential benefit to be gained in pursuing your claim, we **consider things like**:

- > The difficulty of the case. Cases which are more difficult usually have greater legal **costs** attached to them.
- > The potential total value of the case. This includes the amount of damages you may be able to recover from the other party.
- > The non-financial value of the case. Sometimes your claim will have a benefit to you which is difficult to value in financial terms but is still worth pursuing. For these claims your **appointed representative** will take the benefit to you into account when calculating the total value of your **claim**.
- > If it would be reasonable to spend more in pursuing a **claim** than the benefit you would get in doing so.

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 **DLM** thinks it makes financial sense to do this.

If this happens, the **insurance benefits** 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 **DLM** 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: General conditions and exclusions

This Part 4 sets out details of where you can use the product together with the conditions and exclusions that apply to both Parts 2 and 3 of this cover booklet.

In this Part 4, when we use the terms “we”, “our” and “us”, unless we say differently, it should be read to mean **Motability Operations** where the **claim** relates to **product** loss and damage and **DLM** where the **claim** relates to the **insurance benefits**.

Section 1: Where you can use the product

The area where the terms and conditions of this cover booklet apply (the territorial limits)

The cover in this cover booklet is provided within the **territorial limits**.

It also covers journeys between these places.

Product cover in Europe

The cover provided under Part 2 and Section 1: Liability of Part 3 is extended to provide cover whenever the **product** is used outside of the **territorial limits** and being used in the countries listed in the ‘Countries included’ section on this page, provided that the total length of any visit, or the total length of all visits during any 12-month period, is no more than 30 days, unless you have **Motability Operations’** written permission to extend the duration of the visit.

Section 2: Legal cover of Part 3 doesn’t apply whenever the **product** is used outside of the **territorial limits**.

Product cover in the rest of the World

There is no cover whenever the **product** is used outside of the **territorial limits** and the countries listed in the ‘Countries included’ section on this page. This list may change.

Countries included

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Contact us on **0800 294 0790** if a country you are looking to travel to isn’t included on this list.

Section 2: Other conditions and exclusions you need to know about

This Section 2 sets out the conditions and exclusions that apply to Parts 2 and 3 of this cover booklet.

It also sets out details of the information that you must share with us and keep up to date.

DLMS administers the cover provided under this cover booklet for and on behalf of **Motability Operations** and **DLM**. When you contact **us** to make a **claim**, **DLMS** will handle the matter on **our** behalf.

As a result, a number of the conditions refer to **DLMS**, who will deal with the relevant matter on **our** behalf and will share the information you give to **DLMS** with **us**, as appropriate.

Your rights

Only **Motability Operations** has contractual rights under the **policy** to enforce the **insurance benefits**. You do not have any contractual rights to enforce the **insurance benefits** against **DLM**, who is the insurer under the **policy**. Instead, you may rely on **Motability Operations** to do this on your behalf, to the extent it reasonably can. This does not affect your statutory rights.

Reporting a claim

- > The **hirer** or **disabled person** must tell **DLMS** immediately 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.
- > 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 which relates to that theft, attempted theft or taking without consent.

Other information you need to send us

If you get any communication such as any notice or form from a court, any threat of legal action or similar, please contact **DLMS** straight away. **DLMS** will deal with it or tell you what you need to do. You must also give **us** any other relevant information, documents or help needed to process your **claim** and pay any charges for sending such information. When you contact **us**, **we'll** tell you how to send this information to **us**, either electronically or by post.

If you're unsure if a document is relevant, please give it to **DLMS** anyway.

Avoid increasing the amount claimed

You must not do, or refrain from doing, anything that would increase the amount of the **claim** without **our** written permission. For example, admit liability for, or negotiate to settle, any **claim**.

Assessing the claim

The **hirer** must give **us** whatever help and information **we** ask for and must not admit or deny a **claim** or negotiate or promise to pay a **claim** without **our** written permission. We will not refuse permission without a good reason.

Fraudulent applications or requests for changes

Cover will not be provided, any **claim** you make may not be paid and **Motability Operations** may terminate the **contract hire agreement**, if any part of your application or any further changes requested are materially misleading or false. For example, this could include:

- ✗ not telling **us** about previous accidents or losses, even if a **claim** was not made.
- ✗ not telling **us** about **adaptations** or **modifications** to the **product**.
- ✗ knowingly giving any false information to **us**.

This is not a full list.

Fraudulent or exaggerated claims

If an **insured person** knowingly:

- > makes a false **claim**
- > exaggerates the amount of a **claim**
- > provides **us** with false or misleading declarations or statements to support a **claim**,

the **claim** will not be paid and **Motability Operations** may terminate the **contract hire agreement**.

Changes in circumstances

The **hirer** must tell **DLM** immediately, if:

- > the **hirer** or **disabled person** changes address
- > any **adaptations** or **modifications** are made to the **product**
- > the **hirer** or **disabled person** is involved in any accident whilst using the **product**

This is not a full list.

The **hirer** must tell **DLM** if any of the information in the **DLM** documentation becomes incorrect following a change in circumstances.

If the **hirer** fails to tell **DLM** of any changes and these would have affected their eligibility for cover provided under this cover booklet:

- > any **claim** may not be paid
- > the **hirer** may be held liable for any payments which have already been made.

Looking after the product and taking reasonable precautions

The **hirer** and **disabled person** must do everything reasonable to prevent loss or damage, keep the **product** in good condition and take reasonable precautions to prevent accidents.

The **hirer** will be responsible for loss or damage to the **product** which is not the responsibility of **Motability Operations** under this cover booklet.

Motability Operations and **DLM** must be able to inspect the **product** at all reasonable times.

Other insurance

If a **claim** relating to the **insurance benefits** is also covered by other insurance, **DLM** will only pay its share of the **claim**.

Taking over rights

If the **insured person** makes a **claim**, they must be prepared to take any steps **we** may ask them to take to protect their rights.

When we can act on your behalf

Following a **claim**, **we** are entitled to do either of the following:

- > Take over and carry out the negotiation, defence, or settlement of any **claim** in your name, or in the name of any other person covered by the **insurance benefits** and/or the **contract hire agreement**
- > Start legal proceedings in your name, or in the name of any other person connected to the **contract hire agreement** and/or **insurance benefits**. This can be for your benefit or **our** own benefit.

Section 3: Exclusions – what you are not covered for

This Section 3 sets out the things that you are not covered for under this cover booklet. Where any of the exclusions apply:

- **Motability Operations is not responsible for product loss and damage;**
- **the insurance benefits do not cover you.**

Use of the product

x We won't cover any loss, damage, liability, or injury that happens while the **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 1998.
- used by the **disabled person** whilst the **disabled person** is under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor.
- used by anyone except the **disabled person**. This exclusion doesn't apply to any loss or damage to the **product** if it:
 - is being repaired by a mechanic at the roadside
 - is with a repairer for maintenance or repair
 - has been stolen and you've reported this theft to the police and can provide the crime reference number.

Unauthorised taking

x We won't cover any loss or damage resulting from the **product** or **keys** being taken without the permission of the **hirer** by:

- a member of the family of the **hirer** or **disabled person**
- anyone in a relationship with the **hirer** or **disabled person**,
- anyone living or staying at your home address,

unless you've reported it to the police and you have obtained and provided **DLMS** with a crime reference number for the purposes of a criminal prosecution, and support for such prosecution is not subsequently withdrawn.

Wear and tear

x We won't cover any loss or damage caused by general wear and tear or depreciation.

Improvement

x We won't cover any repair or replacement that improves the **product** beyond its condition before the loss or damage took place.

Product failure

x We won't cover any failure caused by a mechanical, electrical or computer problem.

Tyres

x We won't cover any damage to tyres caused by braking, punctures, cuts, or bursts.

Deliberate damage

x We won't cover any loss, damage, liability, or injury caused directly or indirectly by a deliberate act by any **insured person**.

Loss of use

x We won't cover any indirect losses suffered because of an incident unless stated otherwise elsewhere in this cover booklet. For example, you are not covered for:

- losing the use of the **product**
- travel costs
- loss of earnings.

If the product is removed or seized by an authority

- ✘ **We** won't cover for any loss or damage caused by a government agency or other authority that legally takes, keeps or destroys the **product**.

Contracts

- ✘ **We** won't cover any liability under any separate agreement or contract you've made unless you'd have been responsible even if that agreement or contract didn't exist.

Radioactivity

- ✘ **We** won't cover any loss or damage to property, any direct or indirect loss, or any expense, or any liability caused, or contributed to, by:
 - ionising radiation or radioactive contamination from nuclear fuel or waste
 - radioactive, toxic, explosive, or other dangerous properties of nuclear equipment or its nuclear parts.

Pollution

- ✘ **We** won't cover any loss, damage, liability, or injury caused by identifiable pollution or contamination, unless it's come from a sudden and unexpected accident.

War

- ✘ **We** won't cover any injury, loss, damage or liability caused by war, invasion, revolution, military or usurped power or arising from Government Action or a similar event
Government Action means any martial law, confiscation, nationalisation, requisition or destruction or damage of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

Riot

- ✘ **We** won't cover any loss or damage to the **product** or your property caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

Pressure waves

- ✘ **We** won't cover any damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.

Part 5: Everything else

In this Part 5, when we use the terms “we”, “our” and “us”, unless we say differently, it should be read to mean **Motability Operations** where the claim relates to product loss and damage and **DLM** where the claim relates to the insurance benefits.

Section 1: Our contract

DLMS' aim is to always be fair and reasonable and to act quickly whenever you need to make a **claim** under Parts 2 and/or 3 of this cover booklet. If you feel **DLMS** has not met this, **DLMS** will try to do everything possible to deal with your complaint quickly and fairly.

This cover booklet is evidence of the **policy** between **Motability Operations** and **DLM** and is based on information you've given to **DLM**.

The laws that apply to this contract

English law will apply to this cover booklet. However, if you are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where you are resident will always apply to your cover booklet and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We've supplied this cover booklet and other information to you in English and **we** will continue to communicate with you in English.

DLM's regulator

U K Insurance Limited (**DLM**) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. **DLM** is a member of this scheme.

Your Personal Information

Your privacy is important to **DLM** and **DLM** is committed to keeping it protected. **DLM's** privacy notice details how **DLM** collect, use, share, and protect your personal information. It can be found by going to **DLM's** website:

<https://u-k-insurance.co.uk/brands-policy.html>

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

Section 2: If you have a complaint

How we can help

If something's not right, please call **DLM** on:

- > **0800 294 0790** if you're in the UK.
- > **+44 (0) 141 349 1028** if you're outside the UK.

How to make a complaint

DLMS understands that things don't always go to plan and there may be times when you feel you've been let down. If this happens, please tell us. **DLMS** will work hard to put things right as soon as possible or explain something that could have been made clearer.

Please call **DLMS** 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. **DLMS** will aim to resolve most issues within three working days of receiving your complaint.

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

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

Communication type	When will you get this?	What will it tell you?
Summary Resolution Communication	If DLMS has been able to resolve your complaint to your satisfaction within 3 working days of receiving your complaint	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Services (FOS).
Acknowledgement	If DLMS has been unable to resolve your complaint to your satisfaction within 3 working days of receiving your complaint	It will let you know our complaint handling process and information about the FOS .
Unable to reach resolution within 8 weeks	If DLMS has been unable to resolve your complaint within 8 weeks.	It will let you know why we aren't in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the FOS .
Final Response	If DLMS has been unable to resolve your complaint within 3 working days, DLMS will send you the Final Response when its investigations have been completed. DLMS will do our best to send this at the earliest opportunity.	This is a detailed response, which will outline: <ul style="list-style-type: none"> > our investigation > the decision > any next steps. It will also provide information about the FOS .

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 **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

The **FOS** website also has a great deal of useful information:
www.financial-ombudsman.org.uk

If your complaint is to do with your motor legal cover

If your complaint relates to Section 2 of Part 3 of this cover booklet (Legal cover), you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and **we** agree to appoint. If you and **we** cannot agree, then **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final, and whoever doesn't win will have to pay all costs and expenses.

How to get in touch

Need to claim?

0800 294 0790

Online: access our Motor Claims Hub through your Motability Scheme Account at [motability.co.uk/your-account](https://www.motability.co.uk/your-account)

Legal helpline

0344 387 7639

If the product is immobile, please contact Autohome Motability Assist UK on:

0800 953 5000

(Lines open 24 hours)

Help with anything else

0800 294 0790

Online: access your insurance cover documentation through your Motability Scheme Account at [motability.co.uk/your-account](https://www.motability.co.uk/your-account)
Or, scan this code:



Direct Line

Together with



**Motability
Scheme**

If you would like a Braille or large print version of your documents, please let us know.

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. U K 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

DL MOTA PWS PB 1225