



DISABILITY EQUIPMENT INSURANCE

Your Policy Wording

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Your Policy

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Fish Insurance is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Definitions

Accidental Damage: Damage caused suddenly and unexpectedly, by an outside force, other than by a deliberate act.

Administrator: Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW.

Breakdown: Electrical or mechanical failure.

Computer Virus: A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Consequential Loss: Any other costs that are directly or indirectly caused by the event which led to your claim unless specifically stated in this Policy. For example, additional travel expenses.

Electronic Data: Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and

manipulation of data, or the direction and manipulation of such hardware.

Endorsements: These are changes to the terms, conditions and exclusions of the Policy and where applicable are noted on the Schedule and detailed on the attaching documents.

Forcible: Entry evidenced by visible damage to the fabric of the building at the point of entry; or damage caused to an Immovable Object or padlock & chain.

Geographical Limits: England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Isles.

Immovable Object: Any solid object which is fixed and is not capable of being undone, removed with, or lifted under/over the Insured Item.

Insured: The person, people or organisation named in the Schedule.

Insured Event: An incident resulting in loss or damage to the Insured Item(s) by Accidental Damage, Malicious Damage or as a result of Vandalism, Fire, Storm, Flood or Theft.

Insured Item(s): Those Item(s) listed in the Schedule for which the Insured has paid the premium.

Malicious Damage / Vandalism: The intentional damage to an Insured Item.

Market Value: The cost of a replacement item of similar specification, age and condition as assessed by the Administrator from two independent sources.

Period of Insurance: The length of time your Policy lasts as shown on your Policy Schedule. In any event, all cover will cease upon payment of a claim for a Total Loss.

Policy: Incorporating the Schedule shows details of the Insured Item(s), cover provided and the Period of Insurance.

Puncture: Deflation of a tyre arising from accidental damage to the tyre itself or malicious damage to the tyre or valve from a third party, necessitating immediate repair or replacement before normal use can be resumed

The Insurer: UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Total Loss: Total Loss of the Insured Item(s) by an Insured Event including circumstances where the Insured Item(s) is (are) deemed to be beyond economical repair.

Tyre(s): Means only the tyres fitted to the Insured Item.

User: Any person using the Insured Item(s) with the express permission of the Insured and in accordance with all applicable legislation.

Wear and Tear: Items that have reached the end of their normal effective working lives because of age or usage.

What is covered? In return for the payment of Your premium We will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

COVER - Section 1 Loss or Damage

Loss or damage to the Insured Item(s) during the Period of Insurance by: - Accidental Damage, Malicious Damage, Vandalism, Fire, Storm, Flood or Theft.

Exclusions

- (a) Accidental / malicious damage, vandalism, fire, storm, flood - loss or damage caused by or arising from:
- i. Damage to tyres (including punctures and bursts).
 - ii. Loss or damage to accessories unless the Insured Item(s) is (are) lost stolen or damaged at the same time.
 - iii. Destruction or damage by any cause whatsoever to the equipment whilst left in the open for more than 12 hours or overnight.
 - iv. Malicious damage committed by the Insured to the Insured Item(s).
 - v. Damage caused by water ingress due to the Insured Item entering a stream, ford, river, lake or similar body of water.
- (b) Theft - loss caused by or arising from:
- i. Any person obtaining any Item(s) by deception.
 - ii. Theft by the Insured, spouse, partner or family member.
 - iii. Theft of the Insured Item(s) by any User.

- iv. Theft of the Insured Item(s) whilst left unattended for more than 1 hour unless secured to an immovable object by a padlock and chain or whilst in a locked and secure building. Theft must be forcible.

(c) Any amount recovered from a third party.

COVER - Section 2 Third Party Liability

Legal liability for Accidental Damage to the property of or accidental injury to third parties arising from the use of the Insured Item(s). (Limit any one occurrence £2 million).

COVER - Section 3 Contingent Liability of Attendants

Dependent on no other Policy being in force covering the same circumstances that could lead to a claim on this Policy. Contingent legal liability (limit £2 million) for Accidental Damage to the property of or accidental injury to third parties arising out of the use of the Insured Item(s) and/or the User of the Insured Item(s) whilst under attendant custody or control.

Exclusions (Sections 2 & 3)

Any liability: -

- i. Arising out of wrongful or inadequate advice given by or on behalf of The Insured.
- ii. To any person employed by the Insured.
- iii. Arising out of any trade or profession in which the Insured is engaged.
- iv. Arising out of any occurrence in North America or Canada.
- v. Which applies because of any agreement but which would not have applied without such an agreement.
- vi. To any passenger.

COVER - Section 4 Recovery Costs to Get You Home

Following an event to an Insured Item(s) which results in that Item(s) requiring repair before it can be used, reasonable expenses are covered to get you and the Insured Item(s) home. Limit any one claim £100. The maximum total benefit payable in any one Policy year is £200.

COVER - Section 5 New for Old Replacement

Following an Insured Event, if the total cost of the repairs to the Insured Item(s) is (are) likely to exceed

60% of the list price of a new Item(s) of a similar make and model, a new Item(s) will be provided instead of repairs, or the Insurer may (at its option) offer a cash settlement representing the discounted price for which a replacement Item(s) of similar make and model can be obtained. This clause in the Policy applies only to Insured Item(s) less than two years old at the time of the incident that leads to the claim where the Insured has owned the Insured Item from new or purchased the Insured Item as new.

COVER - Section 6 Personal Accident

The Insurer will pay £3000 if the User is accidentally injured in direct connection with the Insured Item(s) provided that within 3 months of the accident the injury is the sole cause of a) death, or b) loss of one or more limbs, or c) permanent blindness in one or both eyes. The maximum amount payable is £3000. Where the accident is fatal, the Insurer will pay the User's personal legal representative.

Exclusions

- (a) Any injury where the Insured's pre-existing medical condition could have contributed to
 - i. The cause of the accident or
 - ii. Any injury which would not have occurred if the Insured did not have the pre-existing condition.
- (b) Death, loss of one or more limbs, or permanent blindness in one or both eyes which occurs over 3 months after an Insured Event.

COVER - Section 7 Item(s) on Loan

Following an **Insured Event**, if the Insured Item(s) requires repair, and the User is given on loan a temporary replacement item(s) of equipment, then the item(s) on loan shall for the purposes of this Insurance, be considered as though it were the Item(s) Insured under this Policy and shall be deemed to be insured under this Policy for the duration of the period of the loan provided that: -

- a) The terms, exclusions and conditions of this Policy shall apply to the Item(s) on loan.
- b) During the period of the loan this insurance shall not be in force in respect of the Insured Item(s) temporarily replaced as stated in the Policy Schedule.
- c) The liability of The Insurer for the item(s) on loan shall not exceed the value of the Insured Item(s) it temporarily replaces.

Exclusions

Any claim arising from or in connection with:

- i. Liability assumed under any agreement which would not have attached in the absence of such agreement
- ii. Loss or damage to the item(s) on Loan which occurs during delivery or collection

COVER - Section 8 Personal Effects

The Insurer will pay up to £200 for personal effects if they are lost, damaged or stolen as a result of an Insured Event to the Insured Item(s).

Exclusions

Loss or damage to money, stamps, tickets, documents or securities.

COVER - Section 9 Cost of Hiring Alternative Equipment

In the event of a valid claim resulting in the Insured Item(s) requiring repair or replacement, The Insurer will pay (subject of prior approval) up to £5 per day towards the cost of hiring a similar Item(s) of equipment. The maximum total benefit payable in any one Policy year is £100. (inc. VAT)

Exclusions

No benefit is payable for the first 7 days following the Insured Event.

COVER - Section 10 Hospital Benefit

In the event of the User being admitted to hospital following accidental bodily injury sustained in direct connection with the Insured Item(s) in any one Policy year the User will receive a benefit of up to £10 towards incurred expenses for each day that the User is hospitalised. The maximum total benefit in any one Policy year is £250.

Exclusions

No benefit is payable for the first 7 days of hospitalisation.

COVER - Section 11 Personal Assault

In the event of the User being mugged or assaulted using the insured Item(s) necessitating hospital inpatient care, The Insurer will pay a benefit of up to £250 to the User subject to a satisfactory doctor's and police report being provided.

COVER - Section 12 Manual Wheelchair Cover

In addition to the Insured Item(s) stated on the Schedule, The Insurer will include cover in respect of

a manual wheelchair belonging to the Insured up to a maximum Sum Insured of £2000.

COVER - Section 13 Worldwide (including Baggage Handler Cover)

The Geographical Limits of the policy extend to worldwide in respect of Section 1 and 2 only, for a maximum period of up to 21 days whilst an Insured Item(s) is (are) temporarily outside the Geographical Limits.

The maximum amount payable in respect of damage to the Insured Item(s) whilst in the possession or control of airport authorities, baggage handlers or whilst on aircraft, is limited to the difference between the amount recovered from the baggage handler and the cost of repair or replacement, not exceeding the Market Value.

COVER – Section 14 Puncture Care

The following optional section is only available if you have paid the appropriate premium.

The Insurer will pay towards the cost of repairing a tyre puncture on the Insured Item. Limit any one claim £100. The maximum total benefit payable in any one policy year is £200.

Exclusions

Any damage to the tyre caused by use whilst punctured or deflated

General Exclusions to All Sections

The Insurer shall not be liable in respect of: -

- (a) Any direct or indirect consequence of irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

- (b) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

- (c) Any direct or indirect consequence of War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

- (d) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted
- (e) Electrical or mechanical breakdown, failure or derangement, or manufacturing defects.
- (f) Faulty maintenance, adjustment, design, plan, specification or materials.
- (g) Liability or loss of or damage to Item(s) more specifically insured.
- (h) Loss or damage to the residential property and its contents at which the User normally resides.
- (i) Loss or damage caused by or arising from:
- wear, tear, rot, mildew, fungus, woodworm, insects, vermin, chewing, scratching, tearing and fouling, atmospheric, climatic or weather conditions (unless specifically included) or gradual deterioration, spillage, cigarette burns or scorching.
 - Any process of cleaning, dyeing, repairing, restoring or renovation.
- (j) Loss or damage: -
- Caused by misuse wilful act or neglect by the Insured or the User and/or any members of the Insured's family or the User's family.
 - Resulting from incorrect or inappropriate use of the Insured Item or costs incurred in rectification.
 - Arising from the use of accessories that have not been approved by the manufacturer.
- (k) Repairs carried out by anyone other than an authorised repairer approved by The Insurer.
- (l) Any increase in costs necessary to fit non-identical replacement parts
- (m) Loss of use of the Insured Item(s), or Consequential Loss of any nature.
- (n) Any mechanically propelled vehicle exceeding 8mph unless specifically accepted by The Insurer.

General Conditions

- Duty of the Insured:** The Insured must maintain the Insured Item(s) in efficient condition and good repair and take all precautions to prevent accidents, injury, loss or damage. The Insured Item(s) must be used and maintained according to the manufacturer's instructions.
- Claims:**
 - Upon learning of any circumstances likely to give rise to a claim, the Insured must: -

- i. Notify the Administrator as soon as reasonably possible.
 - ii. Provide without expense to the Administrator, all Certificates, evidence, information or assistance that The Insurer may reasonably require.
 - iii. Notify the Police immediately about any loss or damage by theft, attempted theft, malicious damage, vandalism, or accidental loss and submit a copy of the report and crime number to the Administrator.
 - iv. Forward to The Administrator, immediately, every letter, claim, writ or other document received about any loss.
 - v. Within 30 days supply without expense to the Administrator, full details of the claim in writing together with any supporting evidence that The Insurer may require.
- b) The Insurer is entitled to enter any building where loss or damage has occurred and deal with salvage in a reasonable manner. No Item(s) may be abandoned to The Insurer.
- c) The Insurer may at its option, repair, reinstate or replace Item(s), or any part of it, lost or damaged. If The Insurer repairs, reinstates or replaces the Item(s), it will not be bound to do so exactly but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the Market Value on any Item(s) (unless New for Old cover applies). The Insurer will not be liable for that part of any repair or replacement which improves the Insured Item(s) beyond its (their) condition immediately before the loss or damage occurred. In the event of any parts required for repair being unobtainable, The Insurer may offer cash in lieu of the cost of the repairs. The maximum amount The Insurer will be liable to pay is £7000 or the sum insured if stated on the Schedule.
- d) The Insurer is entitled at its own expense to take proceedings in the name of the Insured to recover any payment made under this Policy when it considers that there are rights of recovery against other parties and the Insured must assist when reasonably required to do so. The Insured must not make any payment or admission of liability, without the written consent of The Insurer. The Insurer is entitled to take over and conduct in the name of the Insured any negotiations or legal action connected with a claim under the Policy.
3. **Other Insurances:** If loss, damage or liability that is the subject of a claim under this Policy is covered by any other Insurance, The Insurer will not pay more than its rateable proportion. If liability for the loss, damage or injury rests with the carer or assistant and that same liability is covered elsewhere, the protection under this Policy is void and no contribution to the claim payment will be made.
4. **Cancellation:** We hope that You are happy with the cover this Policy provides. However, if after reading this Policy, this insurance does not meet with Your requirements, please return it to Us within 14 days of receipt. On the condition that no claims have been made or are pending, We will then refund Your premium in full. Thereafter You may cancel Your Policy at any time, however no refund of premium will be available. The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice where there is a valid reason for doing so. Valid reasons may include but are not limited to:
- a) Fraud
 - b) Non-payment of premium
 - c) Threatening and abusive behaviour
 - d) Non-compliance with policy terms and conditions
 - e) You have not taken reasonable care to provide accurate and complete answers to the questions We ask.
- If We cancel the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less a proportionate deduction for the time We have provided cover.
- Where our investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided us with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and We will be entitled to keep the premium.
- If Your policy is cancelled because of fraud or misrepresentation, this may affect Your

eligibility for insurance with us, as well as other insurers, in the future.

5. Consumer Insurance (Disclosure & Representations) Act: You must take reasonable care to:

- a) supply accurate and complete answers to all the questions We or the administrator may ask as part of Your application for cover under the policy
- b) to make sure that all information supplied as part of Your application for cover is true and correct
- c) tell us of any changes to the answers You have given as soon as possible.

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

If You become aware that information You have given us is inaccurate or has changed, You must inform us or the administrator as soon as possible.

6. Observation of Policy Terms: The Liability of The Insurer will be conditional on any person claiming indemnity or benefit observing the terms of the Policy.

7. Change of Circumstances: This Policy will be void unless The Insurer has agreed in writing to accept any change of circumstances that occurs after commencement of the insurance and changes the risk of loss, injury or damage; this includes changes to your health which would affect your ability to use the mobility equipment, changes of equipment, address or user.

8. Total Loss: Upon payment of a claim following a Total Loss of the Insured Item(s), all cover under this Policy will cease.

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

- Fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;

- Fails to reveal or hides a fact likely to influence the cover We provide;
- Makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- Makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- If Your claim is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

10. Geographical Limits: Cover applies within the Geographical Limits. The Policy extends cover as defined under Section 13 of the Policy.

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

12. Language: The contractual terms and conditions and other information relating to this contract will be in the English language.

13. Arbitration/Mediation: A dispute between You and us may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who You and We agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against you, they are not covered under this policy. This arbitration condition does not affect Your rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of Your claim being turned down, **We** will treat the claim as abandoned.

How to make a claim

Contact our Claims Team on 0333 331 3840[^] or alternatively in writing at 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston PR5 6AW.

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE is covered by the FSCS. You may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or You can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Complaints Procedure

If you are unhappy in any way with the service you have received from Fish Insurance, our complaints procedure enables you to express your dissatisfaction and have a full understanding of how your complaint will be handled.

If unfortunately, you feel our customer service levels have failed to meet your expectations, please contact us:

By email: info@fishinsurance.co.uk

By telephone:

Claims related 0333 331 3840[^]
Other complaints 0333 331 3900[^]

By post: The Complaints Officer, Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, PRESTON PR5 6AW

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are

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insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower,
London, E14 9SR.

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If you do not refer your complaint within 6 months of our final decision The Financial Ombudsman Services will not have our permission to review your case and will only be able to do so in limited circumstances, such as if the delay was to exceptional circumstances.