



# PROSTHETICS AND ORTHOTICS 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, electronic 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, **We** would not pay any additional travel expenses or care costs if the **Device** is subject to a claim on this **policy**.

**Electronic Data:** Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or

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^Calls to 0333 numbers are usually chargeable at a local rate from both UK landlines and mobile phones. These calls are usually included within network providers' "free minutes" packages.

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.

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

**Insured:** The person named in the schedule.

**Insured Event:** An incident resulting in loss or damage to the **Device** by **Accidental Damage, Malicious Damage, Fire, Storm, Flood or Theft**.

**Device:** **Your** prosthetic or orthotic device listed in the schedule.

**Malicious Damage:** The intentional damage to a **Device**.

**Market Value:** The cost of the **Device** will be calculated using the following table;

Up to 2 years old	Original purchase price
Up to 3 years old	80% of original purchase price
Up to 4 years old	70% of original purchase price
Up to 5 years old	60% of original purchase price
Up to 6 years old	50% of original purchase price
Up to 7 years old	40% of original purchase price

**No cover for devices over 7 years old**

**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**.

**Personal Effects:** Accessories supplied with, or purchased in connection with the **Device**.

**Policy:** Incorporating the schedule shows details of the **Device**, cover provided and the **Period of Insurance**.

**Pre-existing Medical Condition:** Any medical condition whatsoever for which You are on a waiting list or have received in-patient or out-patient treatment or investigation at a hospital, clinic or nursing home.

We do not consider **Your** requirement for a prosthetic or orthotic device to be a **Pre-existing Medical Condition**.

**Insurer, We, Us:** UK General Insurance Limited on behalf of Great Lakes Insurance SE.

**Total Loss: Total Loss** of the **Device** by an **Insured Event** including circumstances where the **Device** is deemed to be beyond economical repair.

**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.

**You, Your, Yours:** means the person shown in the schedule as the **Insured**.

### COVER - Section 1 Loss or Damage

Loss or damage to the **Device** during the **Period of Insurance** by: - accidental damage, malicious damage, fire, storm, flood or theft.

#### Exclusions

- (a) Accidental / malicious damage, fire, storm, flood or theft - loss or damage caused by or arising from: -
- i. Loss or damage to accessories unless the Device is lost stolen or damaged at the same time.
  - ii. Loss, destruction or damage by any cause whatsoever to the **Device** whilst left in the open for more than 12 hours or overnight.
  - iii. Malicious Damage committed by **You** to the **Device**.
- (b) Theft - loss caused by or arising from:
- i. Any person obtaining any Item(s) by deception.
  - ii. Theft by **You**, spouse, partner or family member.

Any amount recovered from a third party.

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#### Condition

**We** will repair the **Device** unless the cost of repairing the **Device** is likely to exceed the **Market Value** which We will declare a **Total Loss**.

### COVER - Section 2 Public Liability

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

#### Exclusions

- (a) Any liability arising out of any occurrence in North America or Canada.
- (b) Any liability where the **Device** has been used for purposes other than that for which it was designed.
- (c) Any liability caused by **Your** wilful act or by the misuse of the Device.

### COVER - Section 3 Personal Accident

The **Insurer** will pay £3000 if You are accidentally injured in direct connection with the **Device** 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 **Your** personal legal representative.

#### Exclusions

- (a) Any injury where **Your Pre-existing Medical Condition** has directly contributed to
  - i. The cause of the accident or
  - ii. Any injury which would not have occurred if You 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 4 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 **Device**.

### COVER - Section 5 Hospital Benefit

In the event of **You** being admitted to hospital following accidental bodily injury sustained in direct connection with the **Device** in any one **Policy Year You** will receive a benefit of up to £10 towards incurred expenses for each day that **You** are hospitalised. The maximum total benefit in any one Policy year is £250.

### Exclusions

- (a) No benefit is payable for the first 7 days of hospitalisation.
- (b) No benefit is payable for hospitalisation outside the **Geographical Limits**.

### COVER - Section 6 Personal Assault

In the event of **You** being mugged or assaulted using the **Device** necessitating hospital inpatient care, the Insurer will pay a benefit of up to £250 subject to a satisfactory doctor's and police report being provided.

### COVER - Section 7 Worldwide (including Baggage Handler Cover)

The **Geographical Limits** of the **Policy** is extended to worldwide in respect of Section 1 and 2 only, for a maximum period for any one trip of 21 days and a maximum period of 90 days in any **Period of Insurance**, whilst the **Device** is temporarily outside the **Geographical Limits**.

The maximum amount payable in respect of damage to the **Device** 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**.

Any claim for repair or replacement will only be handled after the **Device** has been returned to the **Geographical Limits** of the **Policy**.

### Exclusions

Any Liability arising out of any occurrence in North America or Canada.

### 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) Loss arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (f) Electrical or mechanical breakdown, failure or derangement, or manufacturing defects.
- (g) Faulty maintenance, adjustment, design, plan, specification or materials.
- (h) Liability or loss of or damage to the **Device** more specifically insured.
- (i) Loss or damage caused by or arising from: -
  - i. 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.
  - ii. Any process of cleaning, dyeing, repairing, restoring or renovation.
  - iii. Loss or damage: -
    - i. Caused by misuse, wilful act or neglect by **You** or the members of **Your** family.
    - ii. Resulting from incorrect or inappropriate use of the **Device** or costs incurred in rectification.
    - iii. Arising from the use of accessories that have not been approved by the manufacturer.
- (l) Repairs carried out by anyone other than an authorised repairer approved by the **Insurer**.
- (m) Any increase in costs necessary to fit non-identical replacement parts
- (n) Loss of use of the **Device**, or **Consequential Loss** of any nature.
- (o) Loss of use following naturally occurring changes to **Your** body.

### General Conditions

1. **Duty of You:** You must maintain the **Device** in efficient condition and good repair and take all precautions to prevent accidents, injury, loss or damage. The **Device** must be used and maintained according to the manufacturer's instructions.

**2. Claims:**

- a) Upon learning of any circumstances likely to give rise to a claim, the Insured must: -
- Notify **Us** as soon as reasonably possible.
  - Provide, without expense to **Us**, all certificates, evidence, information or assistance that the **Insurer** may reasonably require.
  - Notify the Police immediately about any loss or damage by theft, attempted theft, or malicious damage, and submit a copy of the report and crime number to **Us**.
  - Forward **Us**, immediately, every letter, claim, writ or other document received about any loss.
  - Within 30 days supply without expense to **Us**, full details of the claim in writing together with any supporting evidence that the Insurer may require.
- b) The **Insurer** may at its option, repair, reinstate or replace the **Device**, or any part of it, lost or damaged. If the Insurer repairs, reinstates or replaces the **Device**, 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 **Device** beyond its 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 the sum insured stated on the schedule or a percentage of the sum insured in accordance with the **Market Value** depreciation table.
- c) The **Insurer** is entitled at its own expense to take proceedings in **Your** name to recover any payment made under this **Policy** when it considers that there are rights of recovery against other parties and **You** must assist when reasonably required to do so. **You** 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 **Your** name any negotiations or legal action connected with a claim under the **Policy**.
- d) The **Insurer** is not responsible for the **Device** whilst in the possession of a courier or similar shipping company.

**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.

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, contact **Us** within 14 days of receipt and **We** will refund **Your** premium subject to no claims. 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:
- Fraud
  - Non-payment of premium
  - Threatening and abusive behaviour
  - Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

5. **Consumer Insurance (Disclosure & Representations) Act:** You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
- supply accurate and complete answers to all the questions We may ask as part of Your application for cover under the Policy;
  - to make sure that all information supplied as part of Your application for cover is true and correct;
  - tell **Us** of any changes to the answers You have given as soon as possible. Failure to provide answers in-line with the requirement of the Act may mean that Your Policy is invalid and that it does not operate in the event of a claim.
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 **Device**.

8. **Total Loss:** Upon payment of a claim following a Total Loss of the Device, all cover under this Policy will cease and there will be no return premium for the remaining Period of Insurance.
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 7 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<sup>^</sup> or alternatively in writing at 12 Sceptre Court, Sceptre Way, Bamber Bridge Preston, PR5 6AW.

In respect of claims under Section 7 Worldwide, any repair or replacement will only be handled after the **Device** has been returned to the **Geographical Limits** of the **Policy**.

You will be required to provide a copy of the original purchase invoice in order to validate your claim.

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of **The Insurer**.

### 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](http://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](mailto: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](mailto:info@fishinsurance.co.uk)

**By telephone:** Claims related 0333 331 3840^  
Other complaints 0333 331 3900^

**In writing:** 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 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](mailto: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.