



NHS POWERED WHEELCHAIR 'OPTION B' 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 Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Fish Insurance is authorised and regulated by the Financial Conduct Authority under Firm Reference 310172. Fish Insurance is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

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/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Important Information

Please take time to read Your policy documents in full to make sure You understand the cover provided.

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy** schedule and this **Policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

Your Policy is valid for the **Period of Insurance** as shown on **Your** policy schedule.

Please refer to the **Policy** documents provided to **You** when the **Policy** was purchased or amended, for details of the type and level of cover **Your Policy** provides.

Information you have provided

You must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out, make changes to, or renew this **Policy**.

You must notify **Your Administrator** as soon as possible if any of the information in **Your Policy** documents is incorrect or if **You** wish to make a change to **Your Policy**.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify **Your Administrator** of any incorrect information or changes **You** wish to make, **Your Policy** may not operate in the event of a claim, **We** may charge **You** an additional premium, **We** may not pay any claim in full or **Your Policy** could be invalid.

Changes that may affect your cover

You must tell **Us** as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this **Policy**, for example:

- **You** change **your** address.
- **You** change **your** disability equipment.

This is not an exhaustive list and any changes **You** tell **Us** about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact Fish Insurance.

Who is eligible to purchase this policy?

Any person permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland) and the Isle of Man.

Cancellation

You have the right to cancel this **Policy** within 14 days of the date **You** purchased the **Policy** or when **You** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the **Policy** after 14 days, no refund of premium will be available; except for termed policies for more than 1 year, where a refund of the full unexpired years will be issued, subject to a £20 fee.

Cancellation by us

We may at any time cancel this insurance **Policy** by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will

be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium.
- b) threatening and abusive behaviour.
- c) failure to provide documents.
- d) non-compliance with **Policy** terms and conditions.
- e) a change in **Your** circumstances means that **We** can no longer provide cover.
- f) where **We** identify **Your** involvement in, or association with, insurance fraud or financial crime.
- g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your Policy**.

If **We** cancel **Your Policy**, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud.

Renewal of your policy

We reserve the right not to invite the renewal of **Your Policy**. In this event we will notify **You** in writing to let **You** know.

How to make a claim

If **You** need to make a claim please let **Us** know as soon as possible by contacting **Us** in one of the following ways:

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

Telephone: 0333 331 3840

Email: claims@fishinsurance.co.uk

In all correspondence please state the reference number 050051, along with the unique policy number from **Your** schedule. This will help **Us** to confirm **Your** policy details and deal with **Your** claim as quickly as possible.

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Yourself** and/or **Your** belongings from further damage.

Jurisdiction and law

This Insurance **Policy** is governed by English law.

Complaints Procedure

It is **Our** intention to give **You** the best possible service however if **You** do have any cause for complaint about this insurance or the handling of any claim **You** should follow the complaints procedure below:

If **You** have a complaint regarding the sale or service of **Your** policy or a claim which is not a liability claim, please contact Fish Insurance:

Fish Insurance
Customer Services Department
12 Sceptre Court
Sceptre Way
Bamber Bridge
Preston, PR5 6AW

Email: info@fishinsurance.co.uk

Telephone:
Claims related 0333 331 3840
Other complaints 0333 331 3900

If **You** have a complaint about the handling of a liability claim, please contact:

Langleys Solicitors LLP, Queens House, Micklegate,
York YO1 6WG
Tel: 01904 686790
Email: ukg@langleysclaimsservices.com

In all correspondence please state that **Your** insurance is underwritten by UK General Insurance and quote **Your** unique policy number from **Your** policy schedule.

Following our complaints procedure does not affect **Your** legal rights as a consumer. For further information **You** can contact the Citizens Advice Bureau or Trading Standards.

Financial Ombudsman

If **We** have not completed **Our** investigations into **Your** complaint within 8 weeks of receiving **Your** complaint or if **You** are not happy with **Our** Final Response, **You** may ask the Financial Ombudsman Service (FOS) to look at **Your** complaint. If **You** decide to contact them, **You** should do so within 6 months of receiving **Our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financialombudsman.org.uk.

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>.

Online Dispute Resolution Portal

If **You** have purchased the insurance **Policy** online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in bold type.

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.

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.

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 and the Isle of Man.

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.

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.

We/Us/Our/Insurer: UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

You, Your, Insured: the person shown on the **Schedule** as the policyholder.

What is covered?

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy** schedule and this **Policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

COVER - 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 - 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

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Insured Item(s) whilst under attendant custody or control.

Exclusions – Third Party Liability & Contingent Liability of Attendants

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 USA and Canada.
- v. Which applies because of any agreement but which would not have applied without such an agreement.
- vi. To any passenger.
- vii. Any liability where the **Insured Item(s)** has been used for purposes other than that for which it was designed.
- viii. Any liability caused by **Your** wilful act or by the misuse of the **Insured Item(s)**.

COVER - Worldwide (including Baggage Handler Cover)

The **Geographical Limits** of the **Policy** extend to worldwide in respect of third party liability only, for a maximum period of up to 21 days whilst an **Insured Item(s)** is (are) temporarily outside the **Geographical Limits**. Public liability cover is excluded in USA and Canada.

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 – 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

The **Insurer** shall not be liable in respect of: -

- a) Radiation
 - i. Irradiation or contamination by nuclear material; or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion for 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.
 - For the purposes of this **Policy**, Electronic Data shall mean 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.
 - For the purposes of this **Policy**, Computer Virus shall mean 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.
- 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 of use of the **Insured Item(s)**, or **Consequential Loss** of any nature.
- j) Any mechanically propelled vehicle exceeding 8mph unless specifically accepted by the **Insurer**.

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- k) Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
- Infectious or contagious disease;
 - any fear or threat of (a) above; or
 - any action taken to minimise or prevent the impact of (a) above.
- Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
- l) Any incident which occurred prior to the commencement of this insurance.
- m) **You** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
- n) Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
- o) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- p) Riot, civil commotion or strikes.

General Conditions

- Duty of Care:** **You** must take care to prevent any **Accidental Damage, Malicious Damage** or theft and keep **Your Insured Item** in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.
- Claims:**
 - Upon learning of any circumstances likely to give rise to a claim, the **Insured** must: -
 - Notify the **Administrator** as soon as reasonably possible.
 - Provide without expense to the **Administrator**, all Certificates, evidence, information or assistance that the **Insurer** may reasonably require.
 - Forward to the **Administrator**, immediately, every letter, claim, writ or other document received about any loss.
 - 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.
- Other Insurances:** If there is any other insurance policy covering the same loss,

damage or liability **We** will not pay more than **Our** rateable share.

- 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**.
- Fraudulent claims:** If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to;
 - making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
 - sending us or anyone acting on our behalf a document, knowing the document to be forged or false;
 - making a claim for any loss or damage **You** caused deliberately or
 - acting dishonestly or exaggerating a claim.

We;

- are not liable to pay the claim; and
- may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise our right under (c) above, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

- Geographical Limits:** Cover applies within the **Geographical Limits**. The **Policy** extends cover as defined under Worldwide (including Baggage Handler Cover) Section of the **Policy**.
- Governing Law:** This **Policy** is governed by English Law.
- Language:** The contractual terms and conditions and other information relating to this contract will be in the English language.
- Subrogation:** If a third party is believed to be responsible for any claim, **We** may take over,

defend or settle the claim, or take up any claim in **Your** name for **Our** own benefit. This is known as exercising **Our** right of subrogation. **You** must give **Us** all the help and information **We** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.

Financial Services Compensation Scheme (FSCS)

If Watford Insurance Company Europe Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Insurer Privacy Statement

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this **Policy** will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

UK GENERAL INSURANCE LIMITED

We are UK General Insurance Limited, **Our** data controller registration number, issued by the Information Commissioner's Office, is Z7739575.

This information is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals **Insured** under a policy.

We are dedicated to being transparent about what **We** do with the information that we collect about **You** and **We** process **our** 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 and fulfil **Our** contract of insurance.

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 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.

We also process special categories of **Your** personal data as it is in the substantial public interest and it is necessary: i) for administering **Your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **Our** full Privacy Notice online at:

<http://ukgeneral.com/privacy-notice> or request a copy by emailing **Us** at:

dataprotection@ukgeneral.co.uk.

Alternatively, **You** can write to **Us** at:

Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG