



PROSTHETICS & 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 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 a trading style of Fish Administration Limited and is authorised and regulated by the Financial Conduct Authority (firm reference number 310172) for the sale and administration of general insurance products in the United Kingdom. Its company registered number is 4214119.

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** prosthesis.

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 £20.00 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 05681H, 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.

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

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.

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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 online: <https://www.financialombudsman.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, electronic 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, **We** would not pay any additional travel expenses or care costs if the **Device** is subject to a claim on this **Policy**.

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

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 Isle of Man.

Insured Event: An incident resulting in loss or damage to the **Device** by **Accidental Damage**, **Malicious Damage**, fire, storm, flood or theft.

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**.

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, except for termed policies for more than 1 year, where a refund of the full unexpired years will be issued.

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 this **Policy** document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **Period of Insurance**.

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.
- (c) Any amount recovered from a third party.

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 USA 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 Medical 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 USA or Canada.

General Exclusions to All Sections

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) 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.
- j) 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.
- 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 **Device**, or **Consequential Loss** of any nature.
- n) Loss of use following naturally occurring changes to **Your** body.
- o) 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:
 - a. Infectious or contagious disease;
 - b. any fear or threat of (a) above; or
 - c. 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.
- p) Any loss or damage which occurred prior to the commencement of this insurance.
- q) **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.
- r) Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
 - s) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
 - t) Riot, civil commotion or strikes.

General Conditions

1. **Duty of Care:** **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:
 - 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, or malicious damage, 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.
 - vi. Provide a copy of the original purchase invoice in order to validate your claim.
 - 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 not responsible for the **Device** whilst in the possession of a courier or similar shipping company.
3. **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.
 4. **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**.
 5. **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**, except for termed policies for more than 1 year, where a refund of the unexpired years will be issued.
 6. **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;

- a) are not liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) 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.

7. **Geographical Limits:** Cover applies within the **Geographical Limits**. The **Policy** extends cover as defined under Section 7 of the **Policy**.
8. **Governing Law:** This **Policy** is governed by English Law.
9. **Language:** The contractual terms and conditions and other information relating to this contract will be in the English language.
10. **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 **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 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.