



# LIFTS & HOISTS WARRANTY

Your Policy Wording

# LIFTS & HOISTS WARRANTY

## 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 their 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** lift and/or hoist.

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** decide to cancel after the 14-day cooling-off period, **We** will charge **You** for the cover **You** have had up to the cancellation date. No money will be refunded if **You** have made a claim before the date **You** ask **Us** to cancel. Also, **We** will not issue any refund where the amount is £10.00 or less. Please refer to the Fish Terms of Business for details of the cancellation administration fee.

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### 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](mailto:claims@fishinsurance.co.uk)

In all correspondence please state the reference number 050041, 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 please contact Fish Insurance:

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

Email: [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk)

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

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](http://www.financialombudsman.org.uk).

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

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

### Online Dispute Resolution Portal

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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 following 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, Trading address: 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW.

**Breakdown:** Sudden and unforeseen 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**.

**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: Breakdown of an Insured Item(s).**

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

**Market Value:** The cost of the **Insured Item** 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 10 years old	40% of original purchase price

**No cover for Insured Items over 10 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**.

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

**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.

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

**We, Our, Us, 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?

If there is a **Breakdown** of the **Insured Item(s)** within the **Period of Insurance**, the **Insurer** shall, at their option, repair or replace the faulty materials or pay cash in lieu. the **Insurer** will pay reasonable labour and transport charges in respect of any valid claim.

### Specific Exclusions

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

- (a) **Where** the manufacturer's warranty has expired, there is no cover for the first 45 days from inception date of the **Policy**
- (b) The cost of servicing and maintenance including adjustments, lubrications or modification arising there from
- (c) The cost of replacing or repairing consumable items, e.g. batteries, light bulbs, fuses etc.
- (d) Loss or damage to any framework, bodywork, or tracking.
- (e) **Accidental Damage** of any kind
- (f) The cost of: -
  - i Materials and labour charges for which the manufacturer, supplier or any other person may be held responsible under the terms of any express guarantee or warranty.
  - ii Repair or replacement parts necessitated by manufacturer's defects that involve recall, replacement or repair by the manufacturer.
  - iii Any losses resulting from the manufacturer's failure to comply with the

- requirements of CE marking and regulatory controls.
- iv Losses resulting from the manufacturer's failure to publish and supply information about weight loading or other technical data affecting the use of the **Insured Item(s)**.
  - v Lift batteries (unless damages due to electrical or mechanical failure).
  - vi "Call and send" device batteries.
  - vii Call outs due to curtailment of electrical supply for any reason.
  - viii Foreign bodies caught in the lift.
  - ix Lift hygiene.
  - x This **Policy** does not cover any aspect of specific building works (including plumbing, electrical, gas or other heating equipment) or work carried out to facilitate the installation of the product.
  - xi Repetitive claims – more than one repair to (or replacement of) any one part of the Insured Item(s)
- (g) Any increase in cost above the manufacturer's last published list price of replacing parts destroyed or damaged and no longer available, or due to repairs being delayed.
  - (h) Any increase in costs necessary to fit non-identical replacement parts.
  - (i) Loss of use of the **Insured Item(s)**, or **Consequential Loss** of any nature.
  - (j) Repairs carried out by anyone other than Authorised Repairer appointed by the **Insurer**.
  - (k) **Breakdown** where the fault was evident during the manufacturer's warranty period or before commencement of this **Policy**.
  - (l) Any costs incurred where no faults are found on the equipment.

### 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. Loss or damage occurring whilst the Insured Item(s) is in the possession or control of airport authorities, airlines, baggage handlers or whilst on aircraft.
  - (e) Loss of or damage to property more specifically insured.
  - (f) Damage to trailing leads and cables.
  - (g) 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.
  - (h) Loss or damage: -
    - i. 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.
    - ii. Resulting from incorrect or inappropriate use of the Insured Item or costs incurred in rectification.
    - iii. Arising from the use of accessories that have not been approved by the manufacturer.
  - (i) Any loss or damage caused directly or indirectly by the failure of:
    - i. Any computer equipment, system or software; or
    - ii. Any products, equipment or machinery containing or connected to or operated by means of a data processor chip; to correctly

recognise, respond or process any data or instruction or any date or part of a date as its true calendar date.

- (j) 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.

Any loss or damage which occurred prior to the commencement of this insurance.

- (k) **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.
- (l) Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
- (m) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- (n) Riot, civil commotion or strikes

## General Conditions

1. **Duty of Care:** **You** must take care to prevent losses by ensuring that the **Insured Item** is well maintained and serviced at least annually. If you fail to have it serviced, the policy will not operate in the event of breakdown. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

### 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. Forward to the **Administrator**, immediately, every letter, claim, writ or other document received about any loss.
  - iv. 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 **Insured Item(s)**. In the event of 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 £20,000 or the sum insured if stated on the schedule.

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 **Insured Item(s)**, all cover under this **Policy** will cease and there will be no return premium for the remaining **Period of Insurance**.

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 for up to 21 days outside the Geographical Limits during any one **Policy** year.
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

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](http://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](mailto:dataprotection@ukgeneral.co.uk).

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

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# LIFTS & HOISTS WARRANTY

## Your Policy Wording

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Data Protection, UK General Insurance Limited,  
Brookfield Court, Selby Road, Leeds, LS25 1NB.