



MOBILITY SCOOTER & POWERED WHEELCHAIR INSURANCE

STANDARD

Your Policy Wording



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Your Policy Wording

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** mobility scooter.

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.

Please note that section 4a – Mobility Rescue is included within your mobility insurance policy and cannot be cancelled in isolation.

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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

In all correspondence, please state the reference number 03795L, 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:

Kennedys Claims Handling
6 Queen Street
Leeds
LS1 2TW
Tel: 0845 207 7453
or landline if preferred: 0113 531 4496
Email: UKG@kennedyslaw.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

Please note: Access to the Financial Ombudsman Service is not available for complaints relating to non-insurance products, for example, Fish Mobility Rescue. If **Your** complaint is not eligible, **We** will not refer to the Financial Ombudsman Service in **Our** correspondence.

If **We** have not completed **Our** investigations into **Your** complaint within 8 weeks of receiving **Your**

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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 online: <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.

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

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

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

Insured Event: An incident resulting in loss or damage to the **Insured Item(s)** by **Accidental Damage**, **Malicious Damage** or as a result of vandalism, fire, storm, flood or theft.

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

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

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

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

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

Puncture: Deflation of a tyre arising from **Accidental Damage** to the tyre itself or **Malicious Damage** to the tyre or valve from a third party, necessitating immediate repair or replacement before normal use can be resumed.

The Insurer: For Sections 1 to 3, 4b to 13 and Section 14 - UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

For section 4a – This service is provided by Vehicle Rescue Network Limited

Vehicle Rescue Network Limited (VRNL) are Appointed Representatives of Jigsaw Insurance Services Plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference 307654). Registered Office: 4th Floor, Clarendon House, Victoria Avenue, Harrogate HG1 1JD (Company number 05052874)

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**, except for termed policies for more than 1 year,

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where a refund of the full unexpired years will be issued.

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.

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

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

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 **Insured Item(s)** during the **Period of Insurance** by: - **Accidental Damage**, **Malicious Damage**, vandalism, fire, storm, flood or theft. The maximum amount the **Insurer** will be liable to pay is £7,000 or the sum insured if stated on the schedule

Exclusions

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

- iii. Theft of the **Insured Item(s)** by any **User**.
 - iv. Theft of the **Insured Item(s)** whilst left unattended for more than 1 hour unless secured to an immovable object by a padlock and chain or whilst in a locked and secure building. Theft must be forcible.
- (c) Any amount recovered from a third party.

COVER - Section 2 Third Party Liability

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

COVER - Section 3 Contingent Liability of Attendants

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

Exclusions (Sections 2 & 3)

- a) 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 or Canada.
 - v. Which applies because of any agreement but which would not have applied without such an agreement.
 - vi. To any passenger.
- b) Any liability where the **Insured Items(s)** 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 **Insured Item(s)**.

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COVER - Section 4a Fish Mobility Rescue

Please note: This service is not regulated by the Financial Conduct Authority.

Fish Rescue is provided by Vehicle Rescue Network Limited. Vehicle Rescue Network Limited's breakdown service is only available when **You** are travelling as the driver of the following types of vehicle:

- i. Class 2 Electric Pavement Vehicles and Electric Wheelchairs (with a speed of up to 4mph) that can be used on paths and pedestrian areas.
- ii. Class 3 Electric Pavement Vehicles and Electric Wheelchairs (with a speed of up to 8 mph) that can be used on the pavement and on roads.

Important: Fish Rescue is specific to the above vehicle types and DOES NOT cover **You** for breakdown assistance when travelling in any other type of vehicle other than the **Insured Item** on **Your Policy** schedule.

Service: Following an incident occurring within the Geographical limits and more than a quarter mile radius from **Your** home address, **We** will arrange and pay the costs of transportation to for **You**, a passenger and **Your Vehicle** to a single destination within 19 miles of the incident to **Your** usual place of residence.

Important notes about your Mobility Rescue policy:

- a) **Geographical limits:** Service is available in England, Scotland, Wales, Northern Ireland and Isle of Man.
- b) Due to certain limitations of lifting equipment and personal training, service cannot be given to persons who require medical assistance in transferring from their **Vehicles** to the recovery vehicle.
- c) Cover commences 24 hours after purchase.
- d) The maximum distance is a 19-mile journey from the location of the **Breakdown** or accident, if **You** wish to go further an additional mileage charge would apply.
- e) Following recovery of the **Vehicle** to the usual place of residence, it is the member's responsibility to make arrangement for and pay any costs relating to the subsequent collection and repair.
- f) There is no cover for recovery assistance within 1/4mile of the home address.
- g) Breakdown assistance is available where the **Vehicle** is situated on or in
 - i. recognised roads or pedestrian footpaths by a road or highway.

- ii. pedestrian areas and shopping centres.
 - iii. public car parks.
- h) Vehicle Rescue Network Limited reserves the right to refuse service where:
- i. the **Vehicle** is situated in an area which is not accessible to any other motor vehicle.
 - ii. the member is not present with the **Vehicle**.
 - iii. service has been provided for the same or similar fault and a permanent repair has not been performed to the **Vehicle**.
 - iv. the **Breakdown** is a result of neglect or unsuccessful work on the **Vehicle**.

In the event of an accident or breakdown you can call Fish Mobility Rescue Assistance 24 hours a day 7 days a week on
0333 331 3791

Exclusions (Section 4a)

1. **Breakdowns** caused by a failure to maintain the **Vehicle** in a roadworthy condition including the routine servicing of the **Vehicle** in accordance with the manufacturer's recommendations.
2. Assistance following theft, fire, or **Vandalism**.
3. Any subsequent Callouts for any symptoms related to a claim where a permanent repair has not been performed to the **Vehicle** following assistance.
4. Assistance if the **Vehicle** is deemed to be illegal, unroadworthy or dangerous to transport.
5. The cost of any parts, components or materials used to repair the **Vehicle**.
6. Any **Breakdown** that occurred before the **Policy** commenced, the **Vehicle** was placed on cover, or before the **Policy** was upgraded.
7. Any costs or expenses not authorised by **Our** rescue co-ordinators prior to being incurred.
8. Any damage or loss to **Your Vehicle** or its contents caused by the recovery operator. It is **Your** responsibility to ensure personal possessions are removed prior to **Your Vehicle** being transported.
9. Nothing in this **Policy** limits **Our** liability for death or personal injury caused by the negligence of **Us** or **Our** employees or for any liability which may not lawfully be limited or excluded. This **Policy** is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
10. Any charges where **You**, having contacted us, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
11. Any cost that would have been incurred if no claim had arisen.
12. Any false or fraudulent claims.

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13. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **Policy**. For example, **We** will not pay for any time that has to be taken off work because of a **Breakdown**.
14. Any cost incurred as a result of **Your** failure to comply with requests by **Us** or the recovery operator concerning the assistance being provided.
15. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
16. Any cost recoverable under any other insurance policy that **You** may have.
17. Any cover which is not specifically detailed within this **Policy**.
18. Except for guide dogs, **We** will only allow animals in recovery vehicles at the Recovery Operator's discretion. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not be responsible for any costs relating to animals.

Conditions applicable to section 4a only:

1. **We** will provide cover if:
 - **You** have met all the terms and conditions within this insurance.
 - The information provided to us, as far as **You** are aware, is correct.
2. If a callout is cancelled by **You** and a recovery operator has already been dispatched, **We** would not reattend for this incident. If **You** do not wait for assistance and the **Vehicle** breaks down **You** will be charged for the second and any subsequent callouts.
3. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
4. **We** have the right to refuse to provide the service if **You** or **Your** passengers are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our** rescue co-ordinators or the recovery operator.
5. In the event **You** use the service and the claim is subsequently found not to be covered by the **Policy** **You** have purchased, **We** reserve the right to reclaim any monies from **You** in order to pay for the uninsured service.
6. **We** may decline service if **You** have an outstanding debt with us.
7. If **You** have a right of action against a third party, **You** shall co-operate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance policy for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a third party.

8. Regardless of circumstances, **We** will not be held liable for any costs incurred if **You** are unable to make a telephone connection to any numbers provided. If **You** are unable to make a connection on any of the numbers provided, please call 01603 327180.
9. The **Policy** is not transferable.

COVER – Section 4b Holiday Recovery Costs

Following any event to an **Insured Item(s)** which occurs whilst **You** are on holiday resulting in the **Insured Item(s)** requiring repair before it can be used, reasonable expenses are covered to get **You** and the **Insured Item(s)** back to **Your** holiday accommodation. Limit any one claim £100. The maximum total benefit payable in any one **Policy** year is £200.

COVER - Section 5 New for Old Replacement

Following a total loss claim, if the total cost of the repairs to the **Insured Item(s)** is (are) likely to exceed 60% of the list price of a new Item(s) of a similar make and model, a new Item(s) will be provided instead of repairs, or **The Insurer** may (at its option) offer a cash settlement representing the discounted price for which a replacement Item(s) of similar make and model can be obtained.

This clause applies only to **Insured Item(s)** less than two years old (or less than three years old in respect of **Accidental Damage** claims only) at the time of the incident that leads to a total loss claim where the Insured has owned the **Insured Item** from new or purchased the **Insured Item** as new (i.e. the **Insured Item** has never been previously owned by any other person).

COVER - Section 6 Personal Accident

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

Exclusions

- (a) Any injury where the **Insured's** pre-existing medical condition could have contributed to
 - i. The cause of the accident or
 - ii. Any injury which would not have occurred if the **Insured** did not have the pre-existing condition.

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- (b) Death, loss of one or more limbs, or permanent blindness in one or both eyes which occurs over 3 months after an **Insured Event**.

COVER - Section 7 Item(s) on Loan

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

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

Exclusions

Any claim arising from or in connection with:

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

COVER - Section 8 Personal Effects

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

Exclusions

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

COVER - Section 9 Cost of Hiring Alternative Equipment

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

Exclusions

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

COVER - Section 10 Hospital Benefit

In the event of the **User** being admitted to hospital following accidental bodily injury sustained in direct connection with the **Insured Item(s)** in any one

Policy year the **User** will receive a benefit of up to £10 towards incurred expenses for each day that the **User** is hospitalised. The maximum total benefit in any one **Policy** year is £250.

Exclusions

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

COVER - Section 11 Personal Assault

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

COVER - Section 12 Manual Wheelchair Cover

In addition to the **Insured Item(s)** stated on the schedule, **The Insurer** will include cover in respect of a manual wheelchair belonging to the **Insured** up to a maximum Sum Insured of £2000.

COVER - Section 13 Worldwide (including Baggage Handler Cover)

The **Geographical Limits** of the **Policy** extend to worldwide in respect of Section 1, 2 and 3 only, for a maximum period of up to 21 days whilst an **Insured Item(s)** is (are) temporarily outside the **Geographical Limits**.

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

COVER – Section 14 Puncture Care

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

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

Exclusions

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

General Exclusions to All Sections

The Insurer shall not be liable in respect of:

- (a) Radiation
 - i. Irradiation or contamination by nuclear material; or

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- 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 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 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.
- (k) Repairs carried out by anyone other than an authorised repairer approved by **The Insurer**.
- (l) Any increase in costs necessary to fit non-identical replacement parts
- (m) Loss of use of the **Insured Item(s)**, or **Consequential Loss** of any nature.
- (n) Any mechanically propelled vehicle exceeding 8mph unless specifically accepted by **The Insurer**.
- (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 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

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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. Notify the Police immediately about any loss or damage by theft, attempted theft, **Malicious Damage**, vandalism, or accidental loss and submit a copy of the report and crime number to the **Administrator**.
 - iv. Forward to the **Administrator**, immediately, every letter, claim, writ or other document received about any loss.
 - v. Within 30 days supply without expense to the **Administrator**, full details of the claim in writing together with any supporting evidence that **The Insurer** may require.
- b) **The Insurer** is entitled to enter any building where loss or damage has occurred and deal with salvage in a reasonable manner. No Item(s) may be abandoned to **The Insurer**.
- c) **The Insurer** may at its option, repair, reinstate or replace Item(s), or any part of it, lost or damaged. If **The Insurer** repairs, reinstates or replaces the Item(s), it will not be bound to do so exactly but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the **Market Value** on any Item(s) (unless New for Old cover applies). **The Insurer** will not be liable for that part of any repair or replacement which improves the **Insured Item(s)** beyond its (their) condition immediately before the loss or damage occurred. In the event of any parts required for repair being unobtainable, **The Insurer** may offer cash in lieu of the cost of the repairs. The maximum amount **The Insurer** will be liable to pay is £7000 or the sum insured if stated on the schedule.

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**, except for termed policies for more than 1 year, where a refund of the full 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 13 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

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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)

Please note: Access to the Financial Services Compensation Scheme is not available for complaints relating to non-insurance products, for example, Fish Mobility Rescue. If **Your** complaint is not eligible, **We** will not refer to the Financial Services Compensation Scheme in **Our** correspondence.

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, Brookfield Court, Selby Road, Leeds, LS25 1NB.