



# NHS POWERED BASIC INSURANCE

Your Policy Wording

**Contents**

Authorisation & Regulation ..... 3

Important Information ..... 3

    Information you have provided ..... 3

    Changes that may affect Your cover ..... 3

    Who is eligible to purchase this policy? ..... 3

    Cancellation ..... 3

    Renewal of your policy ..... 4

    How to make a claim ..... 4

    Jurisdiction and law ..... 4

    Complaints Procedure ..... 4

Definitions ..... 5

What is covered? ..... 6

COVER – SECTION 1. Third Party Liability ..... 6

COVER – SECTION 2. Contingent Liability of Attendants ..... 6

    Exclusions – Sections 1 & 2 ..... 6

COVER - Section 3a. Fish Mobility Rescue ..... 6

    Important notes about your Mobility Rescue policy: ..... 7

    Exclusions (Section 3a) ..... 7

Conditions applicable to section 3a only: ..... 8

COVER – SECTION 3b Holiday Recovery Costs ..... 8

COVER – SECTION 4. Worldwide (including Baggage Handler Cover) ..... 8

COVER – SECTION 5. Puncture Care ..... 8

    Exclusions ..... 8

General Exclusions ..... 8

Other exclusions applying to Section 1 ..... 11

General Conditions ..... 11

Insurer Privacy Notice ..... 12

## Authorisation & Regulation

### Great Lakes Insurance UK Limited

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Fish Insurance is a trading style of Fish Administration Limited

(acting in an underwriting capacity on behalf of Great Lakes Insurance UK Limited under Agreement No. REUKG2100581)

Registered in England and Wales. Registration No. 4214119

Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW

Fish Administration Ltd is part of PIB Group.

Financial Services Compensation Scheme (FSCS)  
Great Lakes Insurance UK Limited is covered by the FSCS.

You may be entitled to compensation from the scheme in the unlikely event they cannot meet its obligations. Further information about the compensation scheme arrangements is available from the FSCS [www.fscs.org.uk](http://www.fscs.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 3a – Mobility Rescue is included within your mobility insurance policy and cannot be cancelled in isolation.

### 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  
Southgate House,  
Southgate St,  
Gloucester  
GL1 1UB  
Telephone: 0333 331 3840

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

In all correspondence, please state 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

Any dispute arising out of or in connection with this **Policy** shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and **We** agree that all disputes arising out of or in connection with the **Policy** shall be subject to the jurisdictions of the courts of England and Wales or

as otherwise agreed in accordance with the Arbitration and EU Disclosure Clauses.

### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Please see **Our** Privacy Notice at the end of this **Policy**.

### Complaints Procedure

**We** always aim to get things right first time and **We** are committed to ensuring that **We** achieve the highest level of service for **Our** customers. If **You** feel this hasn't happened, **We** would like to hear about it so that **We** have an opportunity to put things right for **You** and to improve **Our** service in the future. **Your** complaint will be reviewed promptly and fairly by an independent party to the complaint itself.

### Where to start

If **You** wish to raise a complaint **You** can contact **Us** by telephone, email or in writing using the details shown below, depending on the type of complaint. To help **Us** investigate and resolve **Your** complaint, please provide the following:

- **Your** policy number
- Details of **Your** complaint
- **Your** contact details and **Your** preferred method of contact – these will help **Us** should **We** need to discuss **Your** complaint or require further information

### For complaints regarding the sale or service of Your Policy

Please contact:  
Fish Insurance  
Southgate House,  
Southgate St,  
Gloucester  
GL1 1UB  
Email: [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk)

Telephone:  
0333 331 3900

### What happens next?

**We** will promptly acknowledge **Your** complaint and **We** will try to resolve **Your** complaint immediately. If this is not possible, **We** will write to **You** within 5 days informing **You** whether further investigation is necessary.

In the event that **Your** complaint has not been resolved within 4 weeks of its receipt, **We** will contact **You** again and provide an update; the reasons why and the further action **We** will take.

If following **Our** investigation and response to **You**, **You** are not satisfied with the outcome or **We** do not complete **Our** investigation within 8 weeks, **You** can refer **Your** complaint to the Financial Ombudsman Services (FOS).

If **You** receive a final response letter from **Us** and **You** are dissatisfied with the outcome and **You** want to contact the Financial Ombudsman Services (FOS) **You** must do so within 6 months of the date of **Our** final response letter. Their contact details are shown below.

#### For complaints regarding a claim:

Please contact:

Fish Insurance  
Southgate House  
Southgate Street  
Gloucester GL1 1UB

Email: [claims@fishinsurance.co.uk](mailto:claims@fishinsurance.co.uk)  
Telephone: 0333 331 3840

#### What happens next?

If **You** complaint cannot be resolved satisfactorily by close of business on the third working day following receipt, **Your** complaint will be referred to the Complaints Manager for Ergo UK Specialty Ltd, who will send **You** an acknowledgement letter.

If **You** don't receive an acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Manager yourself by using any of the contact details below:

Complaints Manager  
Ergo UK Specialty Ltd  
10 Fenchurch Avenue,  
London, EC3M 5BN.

Email: [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)

The Complaints Manager will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details

below). **You** will have six months from the date of the final response to make this referral.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

#### The Financial Ombudsman Service (FOS)

Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### 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, Southgate House,  
Southgate Street, Gloucester GL1 1UB.

**Breakdown:** Electrical or mechanical failure.

**Consequential Loss:** Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy**. For example, additional travel expenses.

**Endorsements:** These are changes to the terms, conditions and exclusions of the **Policy** and where applicable are noted on the schedule and detailed on the attaching documents.

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

**Insured 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.

**Policy:** All terms, provisions, exclusions, conditions, and limits of cover set out in this document; and

a) the Schedule, notices and other documents attaching from time to time;

and

b) all endorsements incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.

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

**Tyre(s):** Means only the tyres fitted to the **Insured Item**.

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

**Vehicle:** The **Insured Item(s)** named listed in the schedule

**We/Us/Our/Insurer:** Great Lakes Insurance UK 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 and conditions, and exclusions shown below or as amended in writing by **Us** and during the **Period of Insurance**.

## COVER – SECTION 1. 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 2. 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 1 & 2

- a) Any liability:
  - i. Arising from the ownership, possession or use under **Your** control of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
  - ii. Arising out of wrongful or inadequate advice given by or on behalf of the **Insured**.
  - iii. To any person employed by the **Insured**.
  - iv. Arising out of any trade or profession in which the **Insured** is engaged.
  - v. Arising out of any occurrence in USA and Canada.
  - vi. Which applies because of any agreement but which would not have applied without such an agreement.
  - vii. To any passenger.
- b) Any liability where the **Insured Item(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)**

## COVER - Section 3a. 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) 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.
- d) 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.
- e) There is no cover for recovery assistance within 1/4mile of the home address.
- f) 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.
- g) 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**

**For section 3a** – 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).

### Exclusions (Section 3a)

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 claim within 24 hours of the time the **Policy** is purchased.
7. Any **Breakdown** that occurred before the **Policy** commenced, the **Vehicle** was placed on cover, or before the **Policy** was upgraded.
8. Any costs or expenses not authorised by **Our** rescue co-ordinators prior to being incurred.
9. 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.
10. 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.
11. Any charges where **You**, having contacted us, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
12. Any cost that would have been incurred if no claim had arisen.
13. Any false or fraudulent claims.
14. **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**.
15. Any cost incurred as a result of **Your** failure to comply with requests by **Us** or the recovery

operator concerning the assistance being provided.

16. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
17. Any cost recoverable under any other insurance policy that **You** may have.
18. Any cover which is not specifically detailed within this **Policy**.
19. 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 3a 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 3b 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 4. Worldwide (including Baggage Handler Cover)

The **Geographical Limits** of the **Policy** extend to worldwide in respect of Section 1 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 5. 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

#### Definitions

The below definitions relate to the exclusions identified in this Section. Please refer to the Standard Policy Definitions for a more exhaustive list of definitions.

#### Computer System

Any computer, hardware, software, communications system, electronic device



(including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

#### Cyber Act

An unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

#### Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

#### Cyber Loss

Any loss, **Damage**, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**.

#### Damage / Damaged

Accidental physical loss, damage, or destruction

#### Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a **Computer System**.

#### Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

#### Pollution

- a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to:
  - i. any actual, threatened, feared, or perceived use of any biological, chemical, radioactive, or nuclear agent, material, or device, whether or not related in any way to any act of **Terrorism**, and

- ii. the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, **Damage** or **Injury** directly or indirectly caused by pollution or contamination as stated in a) above.

#### Terrorism

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### Exclusions

##### Asbestos

**We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

##### Computer Systems

**We** will not **Indemnify You** against **Your** legal liability arising out of failure of any **Computer System**, whether or not **Your** property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **Computer System** relating to date or time compliance.

##### Cyber and Data

1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
  - i. **Cyber Loss**, unless subject to the provisions of paragraph 2
  - ii. loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**,

including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3 regardless of any other cause or event contributing concurrently or in any other sequence thereto

2. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical **Damage** to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
3. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical **Damage** insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Medium** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering, or assembling the **Data**. If such media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered, or assembled.
4. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss, Data or Data Processing Media**, replaces that wording.

#### **Disease**

**We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects

because of hazards or potential hazards to human or animal health.

#### **Micro-Organism**

**We** will not indemnify **You** against any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- a) any physical loss or **Damage** to insured property;
- b) any peril or cause whether or not contributing concurrently or in any sequence;
- c) any loss of use occupancy or functionality;
- d) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

#### **Pollution**

**We** will not indemnify **You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

#### **Radioactivity**

**We** will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

**Terrorism**

**We** will not indemnify **You** against loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**War**

**We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

**Other exclusions applying to Section 1**

**We** shall not be liable in respect of: -

- a) Electrical or mechanical **Breakdown**, failure or derangement, or manufacturing defects.
- b) Faulty maintenance, adjustment, design, plan, specification, or materials.
- c) Liability or loss of or damage to Item(s) more specifically **Insured**.
- d) Loss or damage to the residential property and its contents at which the **User** normally resides.
- e) 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.
- f) Loss or damage: -

- i. Caused by misuse wilful act or neglect by **You** or the **User** and/or any members of **Your** 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.
- g) Repairs carried out by anyone other than an authorised repairer approved by the **Insurer**.
- 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) Any mechanically propelled vehicle exceeding 8mph unless specifically accepted by the **Insurer**.
- k) Any loss or damage which occurred prior to the commencement of this insurance.
- l) **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.
- m) Suicide, attempted suicide, or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
- n) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

**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 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**.

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. **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.

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

## Insurer Privacy Notice

### Information We process

**You** should understand that information **You** provide, have provided, and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/ or sensitive personal information. Personal information is information that can be used to identify a living individual e.g., name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about Your health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

### How We use Your information

**Your** personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process, and manage claims; and/or
- prevent fraud.

### Who We share Your information with

We may pass Your personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share Your personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within JRP Insurance Management Ltd and Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services

We will not disclose Your personal and/or sensitive personal information to anyone outside the JRP Insurance Management Ltd and Great Lakes/Ergo/Munich Re Group of companies except:

- where We have Your permission;
- where We are required or permitted to do so by law;
- to other companies who provide a service to Us or You; and/or
- where We may transfer rights and obligations under the insurance.

### Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when We suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

### The transferring of information outside the European Economic Area

In providing insurance services, We may transfer Your personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens, We will ensure that appropriate measures are taken to safeguard Your personal and/or sensitive personal information.

### Access to Your information

You have a right to know what personal and/or sensitive personal information We hold about You. If You would like to know what information We hold,

please contact the Head of Compliance at the address listed within this notice, stating the reason for Your enquiry. We may write back requesting You to confirm Your identity.

If We do hold information about You We will:

- give You a description of it;
- tell You why We are holding it;
- tell You who it could be disclosed to; and
- let You have a copy of the information in an intelligible form.

If some of Your information is inaccurate, You can ask Us to correct any mistakes by contacting Our Head of Compliance.

### Providing consent to process Your information

By providing Us with Your personal and/or sensitive personal information, You consent to Your information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If You supply Us with personal information and/or sensitive personal information of other people, please ensure that You have fairly and fully obtained their consent for the processing of their information. You should also show this notice to the other people.

You should understand that if You do not consent to the processing of Your information or You withdraw consent, We may be unable to provide You with insurance services.

### Changes to this Notice

We keep Our privacy notice under regular review. This notice was last updated on the 18th April 2018.

### Contacting Us

If You have any questions relating to the processing of Your information, contact:

Head of Compliance,  
ERGO UK Specialty Ltd, on behalf of  
Great Lakes Insurance UK Ltd,  
Munich Re Group Offices,  
10 Fenchurch Avenue,  
London, EC3M 5BN.  
Telephone: 020 3003 7444  
E-mail:complaints@ergo-commercial.co.uk