



MANUAL WHEELCHAIR 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?	5
COVER – Section 1. Loss or Damage	6
Exclusions	6
COVER – Section 2. Third Party Liability	6
COVER – Section 3. Contingent Liability of Attendants	6
Exclusions - Third Party Liability & Contingent Liability of Attendants	6
COVER – Section 4. Recovery Costs to Get You Home	6
COVER – Section 5. New for Old Replacement	6
COVER – Section 6. Item(s) on Loan	7
Exclusions	7
COVER – Section 7. Cost of Hiring Alternative Equipment	7
Exclusions	7
COVER – Section 8. Worldwide (including Baggage Handler Cover)	7
COVER – Section 9. Puncture Care	7
Exclusions	7
General Exclusions to All Sections	7
Other exclusions applying to Your Policy	9
General Conditions	9
Insurer Privacy Notice	10

Authorisation & Regulation

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; Suite 3A-C Leisure Island Business Centre, 23 Ocean Village Promenade, Ocean Village, Gibraltar GX11 1AA.

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.

Bspoke Underwriting Ltd 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>

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

Important Information

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

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy** schedule and this **Policy** document, subject to the

terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

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

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

Information you have provided

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

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

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

Changes that may affect your cover

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

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

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

Who is eligible to purchase this policy?

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

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 Insurance Terms of Business for details of the cancellation administration fee.

Cancellation by us

We may at any time cancel this insurance **Policy** by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

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

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

Renewal of Your policy

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

How to make a claim

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

Fish Insurance,
Southgate House,
Southgate Street,
Gloucester, GL1 1UB
Telephone: 0333 331 3897
Email: 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

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
Southgate House
Southgate Street
Gloucester
GL1 1UB

Email: info@fishinsurance.co.uk

Telephone: 0333 331 3770

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: bspoke@kennedyslaw.com

In all correspondence, please state that **Your** insurance is underwritten by Bspoke Underwriting Ltd 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

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 St
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.

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: means United Kingdom.

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.

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.

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

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

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

We/Us/Our/Insurer: means Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

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

What is covered?

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

COVER – 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.

Exclusions

- (a) **Accidental / Malicious Damage, Vandalism**, fire, storm, flood - loss or damage caused by or arising from:
- Damage to tyres (including punctures and bursts).
 - Loss or damage to accessories unless the **Insured Item(s)** is (are) lost stolen or damaged at the same time.
 - Destruction or damage by any cause whatsoever to the equipment whilst left in the open for more than 12 hours or overnight.
 - Malicious Damage** committed by **You** to the **Insured Item(s)**.
 - 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:
- Any person obtaining any Item(s) by deception.
 - Theft by **You**, **Your** spouse, partner or family member.
 - Theft of the **Insured Item(s)** by any **User**.
 - 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 - Third Party Liability & Contingent Liability of Attendants

Any liability:

- Arising out of wrongful or inadequate advice given by or on behalf of **You**.
- To any person employed by **You**.
- Arising out of any trade or profession in which **You** are engaged.
- Arising out of any occurrence in USA and Canada.
- Which applies because of any agreement but which would not have applied without such an agreement.
- To any passenger.
- Any liability where the **Insured Item(s)** has been used for purposes other than that for which it was designed.
- Any liability caused by **Your** wilful act or by the misuse of the **Insured Item(s)**.

COVER – Section 4. Recovery Costs to Get You Home

Following an event to an **Insured Item(s)** which results in that Item(s) requiring repair before it can be used, reasonable expenses are covered to get **You** and the **Insured Item(s)** home. Limit any one claim £100. The maximum total benefit payable in any one **Period of Insurance** 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. 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 Insurance, 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 7. 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 8. Worldwide (including Baggage Handler Cover)

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

The maximum amount payable in respect of damage to the **Insured Item(s)** whilst in the possession or control of airport authorities, baggage handlers or whilst on aircraft, is limited to the difference between the amount recovered from the baggage

handler and the cost of repair or replacement, not exceeding the **Market Value**.

COVER – Section 9. 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 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 the Insured or any other party.

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.

Computer Virus

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.

Infectious Disease

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.

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 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**.

Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

War

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.

Other exclusions applying to Your Policy

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, **You** 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 £2,500 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 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 Worldwide (including Baggage Handler Cover) Section of the **Policy**.
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

Bspoke Underwriting Ltd

We are Bspoke Underwriting Ltd, our data controller registration number, issued by the Information Commissioner's Officer, 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 Personal Accident 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 [here](#) or request a copy by emailing us at

dataprotection@bspokeunderwriting.co.uk

Alternatively, you can write to us at:

Data Protection, Bspoke Underwriting Ltd,
Brookfield Court, Selby Rd, Leeds LS25 1NB.

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/>