STANDARD

Introduced by Motability Enterprises Limited

Provided by fish INSURANCE

Mobility Scooter & Powered Wheelchair Insurance

STANDARD

Your Policy Wording

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Authorisation and 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

Several Liability Notice

The subscribing **Underwriters'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co subscribing **Underwriter** who for any reason does not satisfy all or part of its obligations.

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).

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.

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.

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

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 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.

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: 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.

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**.

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: means Bspoke Underwriting Ltd 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)**.

COVER - Section 4a Fish Mobility Rescue

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

Fish Mobility 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 Mobility 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.

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Service: Following an incident occurring within the Geographical limits **We** will arrange and pay the costs of transportation to for **You**, a passenger, and **Your** vehicle to a single destination within 20 miles of the incident to **Your** usual place of residence.

Important notes about your Recovery 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 20-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) 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.
f) 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 24 hours a day 7 days a week on

0333 331 3791

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)

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 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 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.

(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.

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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
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 defined 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.

Nuclear Energy Risks

We will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

i. nuclear reactors and nuclear power stations or plant:
ii. any other premises or facilities whatsoever related to or concerned with:
   a) the production of nuclear energy or
   b) the production or storage or handling of nuclear fuel or nuclear waste
iii. any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Pollution (not applicable to third party liability)

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

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of:

a) fire
b) storm
c) flood

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 Section 1

The **Insurer** 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 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.
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.
o) 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 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**.

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 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/