



NHS Powered
BASIC Insurance
Policy Wording

Contents

Table of Benefits	2
Authorisation & Regulation.....	3
Important Information.....	4
Information you have provided	4
Changes that may affect Your cover	4
Who is eligible to purchase this Policy?.....	4
Cancellation	5
Renewal of your policy.....	5
How to make a claim	5
Jurisdiction and Law.....	5
Contract (Rights of Third Parties) Act 1999.....	5
Complaints Procedure	6
Definitions	7
What is covered?	7
COVER – SECTION 1. Third Party Liability.....	7
COVER – SECTION 2. Contingent Liability of Attendants	8
Exclusions – Sections 1 & 2	8
COVER - Section 3 Fish Mobility Rescue	8
Definitions	8
Important notes about section 3 - Fish Mobility Rescue:.....	9
Exclusions (Section 3)	9
Conditions applicable to section 3 only:	10
COVER – SECTION 4 Holiday Recovery Costs	10
COVER – SECTION 5. Worldwide (including Baggage Handler Cover)	10
COVER – SECTION 6. Puncture Care	10
Exclusions.....	10
General Exclusions.....	10
Other exclusions applying to Section 1	12
General Conditions	13
Insurers* Privacy Notice.....	14

Table of Benefits

This table is a high-level summary only. Please refer to the full policy wording for all terms, conditions, limits and exclusions.

Insurer / Provider	Cover	Limit
Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited	Third party liability	Up to £2m
	Worldwide (including Baggage Handler Cover)	Up to 21 days
	Holiday recovery costs	£100 per claim, up to £200
	Puncture Care (only available if you have paid the appropriate premium)	£100 per claim, up to £200
	Any user covered	✓
NCI Consultants Limited	24/7 Fish Mobility Rescue Cover	✓

NHS Powered BASIC Insurance Policy Wording

Authorisation & Regulation

This **Policy** is arranged by Fish Administration Ltd trading as Fish Insurance.

The **Insurer** for this **Policy** (excluding Section 3 - Fish Mobility Rescue) is Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited, which is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE.

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.

Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

Section 3 - Fish Mobility Rescue

This section of the **Policy** is provided by NCI Consultants Limited and claims are managed by Vehicle Rescue Network Limited (VRNL).

NCI Consultants Limited and VRNL are Appointed Representatives of Jigsaw Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority under Firm Reference 307654.

NCI Consultants Limited and VRNL are registered in England & Wales under Company Registration Numbers 03976374 and 06700278. Both companies are wholly owned subsidiaries of Jigsaw Insurance Services Limited whose company is registered in England & Wales under Company Registration Number 05052874. All

companies Registered Office is Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, United Kingdom, DN22 7SW and are part of the PIB Group.

The Insurer for this section of the **Policy** is Wakam UK Limited, a company registered in England and Wales with company number 14778827 with its registered office at; 18th & 19th Floors, 100 Bishopsgate, London, United Kingdom, EC2N 4AG.

Wakam UK Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 995565.

Please note We use our reasonable endeavours to monitor the financial strength and security of the insurers that **We** recommend to **You** utilising credit ratings provided by an independent rating agency. Wakam UK Limited does not benefit from a credit rating from a recognised rating agency, as opposed to having an unacceptable credit rating. **We** were unable to obtain an alternative quote from a market with an acceptable credit rating.

In the event of the financial failure of an insurer compensation in respect of premium and unpaid claims will be paid by the Financial Services Compensation Scheme (FSCS) but is only available for:

- Insurances of a compulsory nature (employers' liability and third-party motor insurance as required under the Road Traffic Act)
- Professional indemnity insurance
- Claims arising from the death or incapacity of the policyholder due to injury, sickness or infirmity Commercial policyholders are exposed to losses in connection with the premiums for unused and replacement cover as well as unpaid claim for all other classes.

Personal policyholders are protected for 90% of premiums and unpaid claims for certain other classes of insurance. Further details can be

NHS Powered BASIC Insurance Policy Wording

found from the FSCS. Further we cannot guarantee the future ability of any insurer to meet policyholder obligations and therefore the final decision of the choice of insurer and associated risks rests with **You**.

You can check the **Administrator** and the **Insurers*** details on the Financial Services Register <https://register.fca.org.uk/>

Financial Services Compensation Scheme

If **Your Administrator** or **Your Insurers*** 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 Insurers* 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 Insurers* are not responsible for the subscription of any co subscribing Insurer* 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 the **Insurers*** 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.

The **Policy** is the contract of insurance between **You** and **Us** based on information **You** have provided to **Us**. Please read them carefully and if **You** require any amendments please return them to **Your Administrator** for correction. Keep the

Policy safe in case **You** need to refer to it. 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 or powered wheelchair.

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 **Your Administrator**.

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 3 – Fish Mobility Rescue is included within **Your Policy** and cannot be cancelled in isolation.

Cancellation by Us

We may at any time cancel this **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

Section 3 – Fish Mobility Rescue

In the event of a breakdown, **You** can call Fish Mobility Rescue 24 hours a day 7 days a week on 0333 331 3791.

For all other claims

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 **Policy** is governed by English Law.

Contract (Rights of Third Parties) Act 1999

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract but this

NHS Powered BASIC Insurance Policy Wording

does not affect any right or remedy of a third party which exists or is available apart from that Act.

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 the **Administrator**:

Fish Insurance
Southgate House
Southgate Street
Gloucester
GL1 1UB

Telephone: 0333 331 3770

Email: complaints@fishinsurance.co.uk

If **You** have a complaint about the handling of a liability claim, please contact:

Kennedys Claims Handling
6 Queen Street
Leeds
LS1 2TW

Telephone: 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**.

If **You** have a complaint about section 3 - Fish Mobility Rescue, please contact:

Fish Mobility Rescue Complaints
Jigsaw Insurance Services Limited
59 Copthall Bridge
Station Parade
Harrogate
HG1 1TT

Telephone: 01423 535 795

Email: customerrelations@pib-insurance.com

Please note, in some circumstances, Jigsaw Insurance Services Limited may refer **Your** Fish Mobility Rescue Complaint to the Insurer; Wakam UK Limited.

Your Administrator or the Insurers* (where applicable) will contact **You** within five working days of receiving **Your** complaint to confirm what action they are taking. They will try to resolve the problem and give **You** an answer within four weeks. If it takes longer than four weeks, they will tell **You** when **You** can expect an answer.

Following the 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 **Your Administrator or the Insurers*** have not completed their investigations into **Your** complaint within 8 weeks of receiving **Your** complaint or if **You** are not happy with their 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 their Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financialombudsman.org.uk

NHS Powered BASIC Insurance Policy Wording

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 Administration Ltd trading as Fish Insurance
Southgate House,
Southgate Street
Gloucester
GL1 1UB

Telephone: 0333 331 3770

Email: info@fishinsurance.co.uk

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 attached documents.

Geographical Limits: means United Kingdom.

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

Insurers*: means Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited and Wakam UK Limited collectively.

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.

We/Us/Our/Insurer: means Bspoke Underwriting Ltd on behalf of Accelerant 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, 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 3 Fish Mobility Rescue

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

Fish Mobility Rescue is only available when the **Insured Item** named on **Your Policy** schedule is being used as the following:

- 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 item types and DOES NOT cover **You** for **Recovery** when travelling in anything other than the **Insured Item** on **Your Policy** schedule.

Definitions

The words or expressions detailed in this section of the **Policy** have the following meaning wherever they appear in bold type.

Additional Mileage Charge: the rate charged by **Us** for each mile over your 20 mile **Recovery** limit.

Callout: means when a **Recovery** has been organised to rescue **You**.

Incident: mechanical or electrical failure, running out of fuel or charge, flat battery, lost or broken keys, or accident that, in **Our** opinion, prevents **You** from safely or legally driving the **Insured Item**.

Recovery: following an **Incident** occurring within the **Geographical limits**, **We** will arrange and pay the costs of transportation for **You**, a passenger, and **Your Insured Item** to a single destination of **Your** choice within 20 miles of the **Incident**.

We/Us/Our: means NCI Consultants Limited, Appointed Representative of Jigsaw Insurance Services Limited on behalf of Wakam UK Limited

Important notes about section 3 - Fish Mobility Rescue:

- a) Due to certain limitations of lifting equipment and personal training, service cannot be given to persons who require medical assistance in transferring from their **Insured Item** to the recovery vehicle.
- b) The maximum distance **You** can be taken is a 20-mile journey from the location of the **Incident**, if **You** wish to go further an **Additional Mileage Charge** would apply.
- c) After the **Insured Item** has been recovered to the destination of **Your** choice, **You** are responsible for making arrangements and paying for collection and repair.
- d) **Recovery** is available where the **Insured Item** is situated on or in
 - i. recognised roads or pedestrian footpaths by a road or highway.
 - ii. public car parks.
- e) **Vehicle Rescue Network Limited** can refuse **Recovery** if:
 - i. the **Insured Item** is situated in an area which is not accessible to any other motor vehicle.
 - ii. **You** are not present with the **Insured Item**.
 - iii. **Recovery** has been provided for the same or similar fault, and a permanent repair has not been performed to the **Insured Item**.
 - iv. the **Incident** is a result of neglect or unsuccessful work on the **Insured Item**.

Exclusions (Section 3)

1. An **Incident** caused by a failure to maintain the **Insured Item** in a roadworthy condition including the routine servicing of the **Insured Item** in accordance with the manufacturer's recommendations.
2. **Recovery** following theft, fire, or **Vandalism**.
3. **We** will not recover any **Insured Item** which has previously been recovered unless the cause of the previous **Incident** has been permanently repaired.

4. **Recovery** if the **Insured Item** is deemed to be illegal, unroadworthy, or dangerous to transport.
5. The cost of any parts, components or materials used to repair the **Insured Item**.
6. Any **Recovery** made within 24 hours of purchasing the **Policy**.
7. Any costs or expenses not authorised by **Us** prior to being incurred.
8. Any damage or loss to **Your Insured Item** or its contents caused by the recovery operator. It is **Your** responsibility to ensure personal possessions are removed prior to **Your Insured Item** being transported.
9. There is no cover under this section of the **Policy** for any liability for death or personal injury caused by the **Our** negligence or that of **Our** employees or that of the recovery operator.
10. Any charges where **You**, having contacted **Us**, use another means for the **Recovery** or repairs unless **We** have agreed to reimburse **You**.
11. Any cost if no **Recovery** had arisen.
12. Any false or fraudulent **Incident** or **Recovery**.
13. **We** will not pay for any losses that are not directly covered by the terms and conditions of this section of the **Policy**. For example, **We** will not pay for any time that has to be taken off work because of an **Incident** or **Recovery**.
14. Any cost incurred as a result of **Your** failure to follow any requests **We** or the recovery operator make concerning the **Recovery** being provided.
15. A request for **Recovery** if **You** caused the **Incident**.
16. Any cost recoverable under any other insurance policy that **You** may have.
17. 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 3 only:

- 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.
- 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 **Recovery** and the **Insured Item** breaks down again, **You** will be charged for the second and any subsequent **Callouts**.
- We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
- We** have the right to refuse to **Recovery** if **You** or **Your** passengers are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Us**, **Our** employees or the recovery operator.
- In the event **You** use the service, and the **Recovery** is then found not to be covered by this **Policy**, **We** will ask **You** to repay any costs for the **Recovery** provided.
- We** may not provide **Recovery** if **You** owe money for previous **Callouts** which remains unpaid.
- 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.

COVER – SECTION 4 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. 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**. Worldwide cover excludes liability cover in USA & 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 an 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 6. 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

NHS Powered BASIC Insurance Policy Wording

including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by **You** 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**.

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.

Exclusions

Asbestos

This policy does not provide insurance for losses or indirect losses arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, sale, use or exposure to asbestos materials or materials containing asbestos.

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

This policy does not provide insurance for claims contributed to, or caused by 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 loss, damage, liability, claim, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NHS Powered BASIC Insurance Policy Wording

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

This policy does not provide insurance for claims contributed to, or caused by pollution unless any loss or damage arises as a direct result of an accident.

Radiation

This policy does not provide insurance for claims contributed to, or caused by 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.

Sanctions

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit

under this policy to the extent that the provision of such cover, payment or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Terrorism

This policy does not provide insurance for claims contributed to, or caused by any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination shall be excluded.

War

This policy does not provide insurance for claims contributed to, or caused by 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

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

NHS Powered BASIC Insurance Policy Wording

- 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.
- 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. 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.

Insurers* 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).

NHS Powered BASIC Insurance Policy Wording

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.

Accelerant Insurance UK LIMITED

Certain personal data related to this policy is also processed by Accelerant Insurance UK Limited, which underwrites the risks under this insurance policy. Accelerant Insurance UK Limited acts as an independent data controller for limited purposes such as portfolio and risk management, regulatory oversight, and compliance with applicable laws. Accelerant does not collect personal data directly from individuals but receives it from Bspoke Underwriting Ltd as part of policy administration. Further information on how Accelerant Insurance UK Limited handles personal data is available at: <https://accelerant.ai/privacy-policy/>

Wakam's Data Protection

This data protection notice refers to the breakdown recovery section.

When we say '**we/our/us**' this means **Jigsaw** in this sub-section.

You must inform all **named individuals** on the policy that their personal information has been provided to **us** and ensure they know where to find our Privacy Notice.

For a full copy of **our** Privacy Notice, which outlines in detail how **we** and any other parties (including, but not limited to, **Wakam**) may use any personal data, together with all of **your** rights and how to exercise these, just follow this link: <https://www.pibgroup.co.uk/privacy>

To find out how **Wakam** will use **your** personal data, please go to this link which will detail their Privacy Notice.

<https://www.wakam.com/en/privacy-policy-wakam-uk/>

Your privacy is important to **us** and **we** assure **you** and any **named individuals** that **we** will respect any personal data and only use it as specified in our Privacy Notice.

All phone calls, emails and any other written or electronic communications with **us** may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

For details about your rights and how to exercise them, please visit the link to our Privacy Notice above.

You can ask **us** at any time for details of the information that **we** hold about **you**. **You** can submit a request through Jigsaw Insurance Services Limited, 59 Copthall Bridge, Station Parade, Harrogate, HG1 1TT.