



PROSTHETICS & ORTHOTICS

Insurance

Policy Wording

PROSTHETICS & ORTHOTICS Insurance Policy Wording

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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	Loss, theft or damage	Up to the sum insured shown on your Schedule , or calculated Market Value if over years old.
	Public liability	Up to £2m
	Personal accident	Up to £3,000
	Hospital benefit	Up to £250, £10 per day
	Worldwide cover (including Baggage handler cover)	Up to 21 days per trip; 90 days total per Period of Insurance
	Personal Assault	Up to £250
	Personal effects	Up to £200

Authorisation & Regulation

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten by 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. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>

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).

Financial Services Compensation Scheme

If Accelerant Insurance UK Limited cannot meet its 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.

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** prosthesis.

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.

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

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

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**.

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**

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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, electronic 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, **We** would not pay any additional travel expenses or care costs if the **Device** is subject to a claim on this **Policy**.

Device: **Your** prosthetic or orthotic **Device** listed in the schedule.

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

Geographical Limits: means United Kingdom.

Insured Event: An incident resulting in loss or damage to the **Device** by **Accidental Damage**, **Malicious Damage**, fire, storm, flood or theft.

Malicious Damage: The intentional damage to a **Device**.

Market Value: The cost of the **Device** will be calculated using the following table;

Up to 2 years old	Original purchase price
Up to 3 years old	80% of original purchase price
Up to 4 years old	70% of original purchase price
Up to 5 years old	60% of original purchase price
Up to 6 years old	50% of original purchase price
Up to 7 years old	40% of original purchase price

No cover for devices over 7 years old

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**.

Personal Effects: Accessories supplied with or purchased in connection with the **Device**.

Policy: Incorporating the schedule shows details of the **Device**, cover provided and the **Period of Insurance**.

Pre-existing Medical Condition: Any medical condition whatsoever for which **You** are on a waiting list or have received in-patient or out-patient treatment or investigation at a hospital, clinic or nursing home.

We do not consider **Your** requirement for a prosthetic or orthotic **Device** to be a **Pre-existing Medical Condition**.

Total Loss: Upon payment of a claim following a **Total Loss** of the **Device**, 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.

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 Accelerant Insurance UK 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 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 **Device** during the **Period of Insurance** by: - **Accidental Damage, Malicious Damage**, fire, storm, flood or theft.

Exclusions

- (a) **Accidental / malicious damage**, fire, storm, flood or theft - loss or damage caused by or arising from: -
 - i. Loss or damage to accessories unless the **Device** is lost stolen or damaged at the same time.
 - ii. Loss, destruction or damage by any cause whatsoever to the **Device** whilst left in the open for more than 12 hours or overnight.
 - iii. **Malicious Damage** committed by **You** to the **Device**.
- (b) Theft - loss caused by or arising from:
 - i. Any person obtaining any Item(s) by deception.
 - ii. Theft by **You**, spouse, partner or family member.
- (c) Any amount recovered from a third party.

Condition

We will repair the **Device** unless the cost of repairing the **Device** is likely to exceed the **Market Value** which **We** will declare a **Total Loss**.

COVER – Section 2. Public Liability

Legal liability for **Accidental Damage** to the property of or accidental injury to third parties

arising from the use of the **Device**. (Limit any one occurrence £2 million).

Exclusions

- (a) Any liability arising out of any occurrence in USA or Canada.
- (b) Any liability where the **Device** 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 **Device**.

COVER – Section 3. Personal Accident

The **Insurer** will pay £3000 if **You** are accidentally injured in direct connection with the **Device** 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 **Your** personal legal representative.

Exclusions

- (a) Any injury where **Your Pre-existing Medical Condition** has directly contributed to
 - i. The cause of the accident or
 - ii. Any injury which would not have occurred if **You** did not have the **Pre-existing Medical 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 4. 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 **Device**.

COVER – Section 5. Hospital Benefit

In the event of **You** being admitted to hospital following accidental bodily injury sustained in direct connection with the **Device** in any one **Policy Year You** will receive a benefit of up to £10

towards incurred expenses for each day that **You** are hospitalised. The maximum total benefit in any one Policy year is £250.

Exclusions

- (a) No benefit is payable for the first 7 days of hospitalisation.
- (b) No benefit is payable for hospitalisation outside the **Geographical Limits**.

COVER – Section 6. Personal Assault

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

COVER – Section 7. Worldwide (including Baggage Handler Cover)

The **Geographical Limits** of the **Policy** is extended to worldwide in respect of Section 1 and 2 only, for a maximum period for any one trip of 21 days and a maximum period of 90 days in any **Period of Insurance**, whilst the **Device** is temporarily outside the **Geographical Limits**.

The maximum amount payable in respect of damage to the **Device** 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**.

Any claim for repair or replacement will only be handled after the **Device** has been returned to the **Geographical Limits** of the **Policy**.

Exclusions

Any liability arising out of any occurrence in USA or Canada.

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**.

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.

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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.

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

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 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 the **Device** more specifically insured.
- d) 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.
- e) Loss or damage: -
 - i. Caused by misuse, wilful act or neglect by **You** or the members of **Your** family.
 - ii. Resulting from incorrect or inappropriate use of the **Device** or costs incurred in rectification.
 - iii. Arising from the use of accessories that have not been approved by the manufacturer.
- f) Repairs carried out by anyone other than an authorised repairer approved by the **Insurer**.
- g) Any increase in costs necessary to fit non-identical replacement parts
- h) Loss of use of the **Device**, or **Consequential Loss** of any nature.
- i) Loss of use following naturally occurring changes to **Your** body.
- j) Any loss or damage which occurred prior to the commencement of this insurance.
- k) **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.
- l) Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).

- m) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

General Conditions

1. **Duty of Care: You** must maintain the **Device** in efficient condition and good repair and take all precautions to prevent accidents, injury, loss or damage. The **Device** must be used and maintained according to the manufacturer's instructions.

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, or malicious damage, 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.
 - vi. Provide a copy of the original purchase invoice in order to validate your claim.

- b) The **Insurer** may at its option, repair, reinstate or replace the **Device**, or any part of it, lost or damaged. If the **Insurer** repairs, reinstates or replaces the **Device**, 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 **Device** beyond its 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 the sum insured stated on the schedule or a percentage of the sum insured in accordance with the **Market Value** depreciation table.

- c) The **Insurer** is not responsible for the **Device** whilst in the possession of a courier or similar shipping company.

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 **Device**, 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 Section 7 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.

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/>