



# MOBILITY SCOOTER & POWERED WHEELCHAIR WARRANTY

Your Policy Wording

## Your Policy Wording

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## Your Policy Wording

### Authorisation & Regulation

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

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](http://www.fscs.org.uk)

### Important Information

**Please take time to read your Policy documents in full to make sure you understand the cover provided.**

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

document for all claims occurring during the **Period of Insurance**.

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

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

#### Information you have provided

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

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

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

#### Changes that may affect your cover

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

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

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

#### Who is eligible to purchase this Policy?

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

#### Cancellation

**You** have the right to cancel this **Policy** within 14 days of the date **You** purchased the **Policy** or when **You** received the **Policy** documents if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

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

In all correspondence, please state the unique policy number from **Your** schedule. This will help **Us** to confirm **Your Policy** details and deal with **Your** claim as quickly as possible.

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect

**Yourself** and/or **Your** belongings from further damage.

### Jurisdiction and law

This insurance policy is governed by English Law.

### Complaints Procedure

It is **Our** intention to give **You** the best possible service however if **You** do have any cause for complaint about this insurance or the handling of any claim **You** should follow the complaints procedure below:

If **You** have a complaint regarding the sale or service of **Your Policy** or a claim which is not a liability claim, please contact Fish Insurance:

Fish Insurance  
Southgate House  
Southgate Street  
Gloucester  
GL1 1UB

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

Telephone: 0333 331 3840

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](mailto: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.

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For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

### Definitions

The words or expressions detailed below have the following meaning wherever they appear in bold type.

**Administrator:** Fish Insurance, Southgate House, Southgate St, Gloucester GL1 1UB.

**Breakdown:** Sudden and unforeseen electrical or mechanical failure.

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

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

**Geographical Limits:** means United Kingdom.

**Insured Event: Breakdown of an Insured Item(s).**

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

**Market Value:** The cost of the **Insured Item** 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 10 years old	40% of original purchase price

**No cover for Insured Items over 10 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**.

**Policy:** Incorporating the Schedule shows details of the **Insured Item(s)**, cover provided and the **Period of Insurance**.

**Total Loss: Total Loss** of the **Insured Item(s)** by an **Insured Event** including circumstances where the **Insured Item(s)** is (are) deemed to be beyond economical repair.

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

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

**You/Your:** means the person whose name appears at the top of policy schedule.

### What is covered?

If there is a **Breakdown** of the **Insured Item(s)** within the **Period of Insurance**, the **Insurer** shall, at their option, repair or replace the faulty materials or pay cash in lieu. The **Insurer** will pay reasonable labour and transport charges in respect of any valid claim.

### Specific Exclusions

The **Insurer** shall not be liable in respect of: -

- a) Where the manufacturer's warranty has expired, there is no cover for the first 45 days from inception date of the **Policy**
- b) The cost of servicing and maintenance including adjustments, lubrications or modification
- c) The cost of replacing or repairing consumable items, e.g. brake linings, batteries, light bulbs, fuses etc.
- d) Loss or damage to any framework, bodywork, external accessories, stairlift tracking and stairlift cables.
- e) Accidental Damage of any kind
- f) Damage to tyres (including punctures and bursts)
- g) The cost of: -
  - i. Materials and labour charges for which the manufacturer, supplier or any other person may be held responsible under the terms of any express guarantee or warranty.
  - ii. Repair or replacement parts necessitated by manufacturer's defects that involve recall, replacement or repair by the manufacturer.
  - iii. Any losses resulting from the manufacturer's failure to comply with the requirements of CE marking and regulatory controls.
  - iv. Losses resulting from the manufacturer's failure to publish and supply information about weight loading or other technical data affecting the use of the Insured Item(s).
  - v. Repetitive claims – more than one repair to (or replacement of) any one part of the Insured Item(s)

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- h) Any increase in cost above the manufacturer's last published list price of replacing parts destroyed or damaged and no longer available, or due to repairs being delayed.
- i) Any increase in costs necessary to fit non-identical replacement parts.
- j) Loss of use of the Insured Item(s), or **Consequential Loss** of any nature.
- k) Repairs carried out by anyone other than an authorised repairer appointed by the **Insurer**.
- l) **Breakdown** where the fault was evident during the manufacturer's warranty period or before commencement of this **Policy**.
- m) Any costs incurred where no faults are found on the equipment.

- 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.

## General Exclusions

### Definitions

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

#### Computer System

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

#### 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

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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:

- Infectious or contagious disease;
- any fear or threat of (a) above; or
- 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:

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

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

### Pollution

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

### Radiation

Any direct or indirect consequence of:

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

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

### Terrorism

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

### War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or **Damage** to Property by or under the order of any government, local or public authority.

## Other exclusions applying to Your Policy

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

- Loss or damage occurring whilst the Insured Item(s) is in the possession or control of airport authorities, airlines, baggage handlers or whilst on aircraft.
- Loss of or damage to property more specifically insured.
- Damage to trailing leads and cables.
- Damage to any equipment caused by misuse of the reclining mechanism or reclining against a fixed object.
- Loss or damage caused by or arising from:
  - 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.
  - Any process of cleaning, dyeing, repairing, restoring or renovation.
- Loss or damage: -
  - Caused by misuse wilful act or neglect by **You** or the **User** and/or any members of **Your** family or the **User's** family.

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- 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) Any mechanically propelled vehicle exceeding 8mph unless specifically accepted by the **Insurer**.
  - h) Any loss or damage which occurred prior to the commencement of this insurance.
  - i) 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.
  - j) Suicide, attempted suicide or deliberate injury to You or putting Yourself in unnecessary danger (unless trying to save human life).
  - k) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

### General Conditions

1. **Duty of Care:** You must take care to prevent losses by ensuring that the **Insured Item** is well maintained and serviced at least annually. If you fail to have it serviced, the policy will not operate in the event of breakdown. 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**.
  - 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 **Insured Item(s)**. In the event of 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.



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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 for up to 21 days outside the **Geographical Limits** during any one **Policy** year.
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](mailto: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/>