



DSA Insurance

Insurance Policy Wording

The underwriter and administrator

This insurance policy is arranged and administered by Specialty Risks Limited whose registered office is at Aissela, 46 High Street, Esher, Surrey, England, KT10 9QY (registered number 6751834) and is authorised and regulated by the Financial Conduct Authority, firm reference number 771865.

This insurance is underwritten by AmTrust Europe Limited whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number 01229676). AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189.

Understanding your insurance policy

Please read this insurance policy carefully and make sure **You** understand and fully comply with its terms and conditions. Failure to do so may mean that **We** are unable to pay **Your** claim and could lead to this insurance policy becoming void.

Please ensure **You** keep it in a safe place so **You** can read it again if **You** need to.

This insurance policy should be read in conjunction with this insurance policy **Schedule**.

This insurance policy schedule

This must be kept with this insurance policy wording, and contains **Your** details, details of the **Equipment** and the **Period of Insurance**.

Please check that the information contained in this insurance policy **Schedule** is correct and that it meets **Your** requirements. If it does not, please contact **Specialty Risks**.

This insurance policy is not transferable.

The law applicable to this insurance policy

This insurance shall be subject to English Law.

Legal rights

This insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's liability if the **Equipment** is found to be unfit for the purpose for which it was intended or is not as described or is not of satisfactory quality.

We may take such proceedings as **We** think fit in **Your** name to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **We** shall be or may become entitled or subrogated under this insurance policy and **You** will, at **Our** request and expense, do and concur in doing and permit to be done such acts as may be reasonably required by **Us** for that purpose.

If, at the time of **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage** to, or **Theft** of, the **Equipment** there is another insurance policy in force which covers **You** for the same loss or expense, **We** may seek a recovery of some or all of **Our** costs from the other insurer. **You** must give **Us** any help or information **We** may need to assist **Us** with **Our** cost recoveries.

Our liability under this insurance policy for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate premium due for that period.

Demands and Needs statement

This insurance policy meets the demands and needs of students in receipt of the Disabled Students Allowance, who have been provided equipment, and need the equipment to be covered for accidental damage and theft now and in the future.

Sanctions Limitation And Exclusions Clause

We shall not be liable to pay any claim or provide any benefit under this insurance policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanctions, 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.

Cancellation process

You may cancel **Your** insurance policy at any time within the first 14 days of receiving it from **Us**.

Cancellation after the cooling off period

After the first 14 days **You** may cancel **Your** insurance policy at any time by giving **Us** 30 days' notice.

To cancel **Your** insurance policy please notify **Us** at admin@specialty-risks.com or by writing to us at Specialty Risks Limited, Island Farm House, 83 Island Farm Road, West Molesey KT8 2TR.

We may cancel this insurance policy by sending 30 days' notice to **You** at **Your** last known address or email address.

In the event of cancellation, **You** will not receive a refund of premium as **You** did not pay a premium for the insurance.

Changes to your policy

We may change or amend this insurance policy by sending 30 days' notice to **You** at **Your** last known address or email address.

Definitions

The words and phrases defined below have the same meaning wherever they appear in **Your** insurance policy document and are shown in bold and capitalised throughout.

Accidental Damage	Means any damage caused by a single external event which is sudden and unexpected, and which is not caused by a deliberate act by You .
Approved Repairer	Means any full-time business providing an Equipment repair service authorised by Us .
Approved Supplier	Means the full-time business providing Equipment replacement services authorised by Us .
Claims Administrator	Means Specialty Risks Limited , Island Farm House, 83 Island Farm Road, West Molesey KT8 2TR.
Component(s)	Means any mechanical, electrical or electronic part, which forms part of the Equipment's original specification.
Computer Virus	Is a self-replicating program that spreads by inserting copies of itself into other executable code or documents, which is loaded onto Your computer without Your knowledge and runs against Your wishes.
Cosmetic Damage	Means a degree of physical damage that simply affects only the appearance of the Equipment , but not its functionality and does not prevent the Equipment being used for its intended purpose.
Equipment	Means the hardware supplied to You as part of Your Disabled Student Allowance and stated on Your insurance policy schedule.
Fire Damage	Means any damage to the Equipment caused by an ignition of flammable materials, which was accidental and unforeseen.
Flood Damage	Means any damage to the Equipment caused by an ignition of flammable materials, which was accidental and unforeseen.
Forced and Violent Entry/Exit	Means an act that has caused physical damage to property through both the forcible and violent actions of a third party.
Left Unattended	Means not within Your sight at all times and out of Your arms-length reach.
Liquid Damage	Means any damage caused by a sudden and unforeseeable flow of fluid into the Equipment .
Malicious Damage	Means any Accidental Damage , Fire Damage , Liquid Damage or Flood Damage to the Equipment deliberately caused by someone

	other than You and which you were unable to prevent.
Period of Insurance	Means the period stated on this insurance policy schedule.
Repair Cost	Means the cost of both parts costs and labour (including VAT where appropriate) required to fix the Accidental Damage, Breakdown, Fire Damage, Flood Damage, Liquid Damage, or Malicious Damage .
Replacement Cost	Means the cost of, or cash settlement of, replacement Equipment or Components of similar make and quality as the Equipment or Component that has suffered Accidental Damage, Breakdown, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage, or Theft including the labour cost of fitting the new Component , in line with part manufacturer list prices. We may replace Equipment with manufacturer refurbished items.
Single Claim Limit	Means the maximum amount that can be claimed for any one claim arising from a single incident during the Period of Insurance and that does not exceed the Replacement Cost of the Equipment .
Specialty Risks	Means Specialty Risks Limited whose registered address is Aissela, 46 High Street, Esher, Surrey, England, KT10 9QY. Registered number 6751834 and is authorised and regulated by the Financial Conduct Authority, firm reference number 771865.
Theft	Means the dishonest removal of the Equipment from You by someone else.
We/Us/Our	Means AmTrust Europe Limited.
Wear and Tear	Means the deterioration caused by use of the Equipment and its Components over time.
You/Your/Yourself	Means the individual, UK resident, named on this insurance policy schedule.

What Is covered

Accidental Damage, Liquid Damage, Fire Damage, Flood Damage or Malicious Damage

If **Your Equipment** suffers **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage or Malicious Damage**, during the **Period of Insurance We** will either:

1. Repair **Your Equipment** up to the **Repair Cost**; or
2. At **Our** choice, replace **Your Equipment** up to the **Replacement Cost**.

We will also pay for the reasonable postage or courier costs involved in the repair or replacement of **Your Equipment**.

You are insured up to the **Single Claim Limit**.

Theft

If **Your Equipment** suffers **Theft** during the **Period of Insurance, We** will:

1. Replace **Your Equipment** up to the **Replacement Cost**.

We will also pay for the reasonable postage or courier costs involved in the replacement of **Your Equipment**.

You are insured up to the **Single Claim Limit**.

Where You are covered

You are covered whilst in the United Kingdom during the **Period of Insurance**.

You are also covered for anywhere in the world, up to a maximum of 90 days in a period of 12 months in a row.

When **You** are outside of the United Kingdom, **We** may not be able to arrange for the **Repair or Replacement of Your Equipment**.

If **You** need to make a claim whilst outside of the UK, **You** will need to arrange for **Your Equipment** to be inspected locally and a report sent to the **Claims Administrator** before **Your** claim is approved.

You will then need to arrange and pay for the repair. To claim back the cost of the repair, **You** will need to send the **Claims Administrator** the receipt for the completed work. Use of a repairer, other than an **Authorised Repairer**, may invalidate **Your** warranty.

Important: If **You** have **Your Equipment** repaired or replaced without **Our** written approval, **We** may not pay **Your** claim.

What is not covered

1. These specific exclusions apply to Accidental Damage, Liquid Damage, Fire Damage, Flood Damage and Malicious Damage cover.

We will not pay claims for:

- a. Damage to **Equipment** that is not suitably stored, packed or protected whilst You are moving between properties.
- b. Damage to the **Equipment** whilst on hire or loan to anyone else.

2. These specific exclusions apply to **Theft** cover

We will not pay claims where:

- a. The **Equipment** is taken from an unattended motor vehicle overnight between 2200 hours and 0600 hours.
- b. The **Equipment** is taken from an unattended motor vehicle between 0600 hours and 2200 hours unless:
 - i. the vehicle is locked; and
 - ii. the **Equipment** was placed out of sight; and
 - iii. there was **Forced and Violent entry** to the vehicle resulting in physical damage requiring repair.

A copy of the repairer's invoice and photographs of the damage to the vehicle must be submitted as part of **Your** claim.

If there is no evidence of **Forced and Violent Entry**, we will not be able to accept **Your** claim.

- c. The **Equipment** was taken from a property unless there was **Forced and Violent entry/exit** to or from the property.

A copy of the repairer's invoice/receipt and photographs of the damage to the property must be submitted as part of **Your** claim.

- d. The **Equipment** was taken whilst it had been hired or loaned to someone else.
- e. **Your Equipment** was left on public transport, including in taxis or on buses.
- f. **Your Equipment** was **Left Unattended** (other than when it was in a locked vehicle or property) in a public place. Examples of public places include:

- i. On public transport.
- ii. Train, underground, bus or ferry stations/terminals.
- iii. Libraries, including libraries on university campuses.
- iv. Restaurants, cafes and bars.
- v. Outside spaces including parks.
- vi. Areas of university campuses that are open to students, such as canteens, restaurants and class/lecture rooms.

3. These exclusions apply to ALL sections of this insurance policy

We will not pay claims:

- a. Where **Your Equipment** was lost or misplaced.
- b. From mechanical breakdown, hardware failure or software failure.
- c. For Equipment not on this insurance policy schedule.
- d. After **You** have agreed to sell the **Equipment** to someone else.
- e. For costs for loss of use of **Equipment**.
- f. Any **Equipment** not supplied to **You** as part of **Your** Disabled Students Allowance and stated on **Your** insurance policy schedule.
- g. For any costs that are caused by the event which led to the claim, unless specifically stated in this insurance policy document.
- h. For costs recoverable from any party, including **You**, under the terms of any guarantee or warranty (or which would have been covered had you met the terms of the guarantee or warranty).
- i. Any reduced performance or efficiency of the **Equipment**.
- j. For any costs incurred whilst installing the **Equipment** or relocating it.
- k. For any charges made by any provider to **You**.
- l. For repairs or maintenance of **Your Equipment** made by anyone other than the **Approved Repairer**.
- m. For any replacement of **Your Equipment** by anyone other than the **Approved Supplier**.
- n. For any costs relating to software not provided as part of your Disabled Student Allowance.
- o. For any costs where the **Equipment** is functioning normally or where no fault or damage is found.

- p. Caused by negligence, abuse or misuse of the **Equipment** including but not limited to:
- i. Failure to use or site the **Equipment** in accordance with manufacturer's instructions; or
 - ii. Failure to follow maintenance recommendations; or
 - iii. The use of accessories or power supply units not approved by the manufacturer; or
 - iv. The use of an incorrect electrical supply; or
 - v. Faulty software or programming; or
 - vi. Electrical power surge or fluctuation.
- q. For the costs of resolving:
- I. **Wear and Tear**, gradual deterioration or oxidisation; or
 - II. Gradually developing defects, cracks, flaws or fractures; or
 - III. Scratching or chipping of any surfaces; or
 - IV. **Cosmetic Damage.**
- r. For any costs resulting from maintenance or modification of the **Equipment**.
- s. For any costs caused by:
- I. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - II. Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear Component thereof;
 - III. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- t. For loss of, or damage to, any data carrying material.
- u. For costs caused by any **Computer Virus**.
- v. For costs caused by any failure of the Internet.

- w. Relating to external data carrying materials and any computer program or data information stored on the **Equipment**.
- x. For the costs of rectifying programming errors or design defects in software.
- y. For any costs of software where development has not been finalised or which has not passed all testing procedures, or which has not been successfully proven.
- z. For the value to **You** of data stored on the **Equipment**.

Conditions

1. These conditions apply to **Theft** cover

- a) **You** must report the **Theft of Your Equipment** as soon as possible and within 45 days at the latest to the **Claims Administrator**.
- b) **You** must report the **Theft** to the Police (or other relevant local authority) and obtain an incident report number or crime reference number within 72 hours of discovering the **Theft**.

If **Your Equipment** is later recovered or returned to **You** it will become **Our** property. **You** must contact the **Claims Administrator** to arrange collection of the **Equipment**.

2. These conditions apply to ALL sections of this insurance policy

If **You** do not comply with these conditions, **We** may cancel this insurance policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

a. The **Repair Cost** or **Replacement Cost** shall be on the basis agreed between **Us** and the **Approved Repairer / Approved Supplier**.

b. **You** must take all reasonable steps to protect **Your Equipment** including but not limited to:

- i. Keeping the **Equipment** in a proper state of maintenance and repair;
- ii. Storing the **Equipment** in a suitable, safe place when in and out of use;
- iii. Using the **Equipment** in accordance with manufacturer's instructions and maintenance recommendations;

3. **Your** duty of care

The **Equipment** must not be operated after any **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage** or **Malicious Damage** if this could cause further damage to **Equipment**.

You should not try to open any casing or frame which forms part of the **Equipment**.

4. Information **You** must provide

This insurance policy has been issued based upon information, given to **Us** about **Yourself**, and **Your Equipment**. **You** have a duty to tell **Us** immediately of any changes to this information, in particular any change of address. Failure to do so may invalidate **Your** insurance policy. **We** will then advise **You** of any changes in terms.

5. Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**:

- a) Make a claim under this insurance policy knowing the claim to be false or exaggerated; or
- b) Make a statement in support of a claim, knowing the statement to be false; or
- c) Submit a document knowing the document to be forged or false; or
- d) Make a claim caused by **Your** wilful act, or with **Your** involvement;

Then **We**:

- e) Will not pay the claim.
- f) Will not pay any other claim which has been made or will be made under this insurance policy
- g) Will declare this insurance policy void from the time of the fraudulent act.
- h) Will be entitled to recover from **You** the costs of any claim already paid under this insurance policy.
- i) Will not make any return of premium.
- j) Will inform the Police of the circumstances.

Claims Conditions

You must comply with the following instructions to have the full protection of **Your** insurance policy. If **You** do not comply with them, **We** may refuse to deal with **Your** claim, reduce the amount of the claims payment or cancel this insurance policy.

1. Prevent further damage

In the event of any incident that may lead to a claim under this insurance policy **You** must take precautions to prevent further damage to the **Equipment** and must not continue to operate the **Equipment** if it is likely to cause additional damage.

2. Keep the **Equipment**

You must keep any damaged **Equipment** or **Components** and make these available for inspection to the **Claims Administrator** during **Your** claim.

If **You** dispose of **Your Equipment** before the **Claims Administrator** has inspected **Your Equipment** **We** will not pay **Your** claim.

3. Contact the **Claims Administrator**

You are responsible for contacting the **Claims Administrator** to submit **Your** claim.

We will not accept any claim where **Your Equipment** has been repaired or replaced without **Our** authority.

Prior to **Us** authorising **Your** claim, **You** must have completed the claim notification process and provided all information or documentation required by **Us** in support of **Your** claim.

Examples of information or supporting documentation include:

- Witness statements.
- Travel tickets.
- Receipts.
- Mobile phone records.
- CCTV footage.
- Any other evidence that supports a statement **You** make during **Your** claim.

If **You** do not supply supporting documentation in support of **Your** claim **We** may not pay **Your** claim.

You can contact the **Claims Administrator**:

1. Online at www.specialty-risks.com/dsa-claims; or
2. By calling 0333 100 0712 (local rate call); or
3. By email to claims@specialty-risks.com.

For the **Claims Administrator** to be able to process **Your** claim **You** must:

- Confirm **Your Equipment** details;
- Confirm the cause of the claim;
- For **Theft** claims, confirm the Incident Report Number or Crime Reference Number. If the Theft occurs while you are outside the United Kingdom, please retain any reference numbers or details as supplied by the local police.

If the claim is covered by this insurance policy, **We** will:

- a. Give authorisation to the **Approved Repairer** to carry out the repair of **Your Equipment** up to the **Repair Cost**; or
- b. Give authorisation to the **Approved Supplier** to carry out the replacement of **Your Equipment** up to the **Replacement Cost**.

The costs of any claim **You** make cannot be more than the **Single Claim Limit**.

If **You** allow a repairer, other than the **Approved Repairer** appointed by **Us**, to start work without agreeing this with the **Claims Administrator** first, **We** reserve the right not to pay **Your** claim.

This is because **You** have stopped **Us** from:

- agreeing that **Your** claim is covered by this insurance policy;
- inspecting the **Equipment**;
- managing the **Repair Cost**.

If **You** allow a supplier, other than the **Approved Supplier** appointed by the **Us**, to replace **Your Equipment** without agreeing this with the **Claims Administrator** first, **We** reserve the right not to pay **Your** claim because **You** have stopped **Us** from managing the **Replacement Cost**.

4. Use of an engineer

Once **We** have received **Your** claim the **Claims Administrator** may:

- a. Instruct an independent engineer to inspect the **Equipment** before authorising any claim; or
- b. Inspect any **Components**, which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been carried out.

We shall have no liability for any loss to **You** arising from any possible delay caused by an inspection. **We** may not make a decision about **Your** claim until this report is received.

5. Damaged Equipment

We are entitled to take and keep any damaged or original **Equipment** or **Components**. No **Equipment** or **Components** may be abandoned to **Us**.

6. Repair Faults

If the repair carried out by the **Approved Repairer** is not satisfactory **You** must advise the **Claims Administrator** as soon as is reasonably possible. **We** will then advise **You** of how **We** will fix **Your** Equipment.

You must not send any faulty **Equipment** back to the **Approved Repairer** without contacting the **Claims Administrator** first. If **You** do, **We** may return the **Equipment** to **You** at **Your** cost and **We** will not accept responsibility for any further delays.

Complaints procedure

Our aim is to provide the highest level of service to **You** at all times. **We** do, however, realise that things can go wrong occasionally. **Your** feedback enables **Us** to monitor and improve the service **We** provide.

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In the first instance, please contact **Specialty Risks'** Managing Director:

- By email: managingdirector@specialty-risks.com
- By telephone: 0333 100 0712 (local rate call)
- In writing: FAO Managing Director, Specialty Risks, Island Farm House, 83 Island Farm Road, West Molesey KT8 2TR.

Please ensure that **You** quote **Your** insurance policy number in all correspondence and enclose any evidence or documentation that **You** wish to be considered.

Specialty Risks will try to resolve **Your** complaint quickly and with the least inconvenience to **You**, and within the following timescales:

1. Acknowledge the complaint within two working days of receipt.
2. Aim to resolve the complaint within five working days.
3. If further investigation is required, they will aim to resolve the complaint within four weeks of receipt.

If **Specialty Risks** is unable to resolve the complaint within these timescales, they will write to **You** to let **You** know why they have not been able to do so.

You may refer **Your** complaint to the Financial Ombudsman Service at any time.

The Financial Ombudsman Service can be reached at:

<http://www.financial-ombudsman.org.uk/default.htm>

In writing: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme for **Your** insurance benefits if **We** become insolvent or are unable to meet **Our** obligations to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme:

www.fscs.org.uk.

The level of compensation may depend on the circumstances of the claim.

Privacy and Data Protection Notice

Data Protection

We are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which we process your personal data, for more information please visit our website at www.amtrusteurope.com.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

How we use your personal data and who we share it with

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safe-guard against fraud and money laundering and to meet our general legal or regulatory obligations.

Disclosure of your personal data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International transfers of data

The personal data that we collect from you may be transferred to, processed and stored at, a destination outside the European Economic Area (“EEA”). We currently transfer personal data outside of the EEA to the USA and Israel. Where we transfer your personal data outside of the EEA, we will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Specialty Risks



Insurance Administrator Contact Details

General Enquiries / Insurance policy Amendments

t: 0330 100 0712 (local rate call)

e: admin@specialty-risks.com

Claims

w: www.specialty-risks/dsa-claims

t: 0330 100 0712 (local rate call)

e: claims@specialty-risks.com

Write To Us

Island Farm House
83 Island Farm Road
West Molesey
KT8 2TR

Visit Our Website

www.specialty-risks.com