



Insulin Pump Insurance

Policy Wording

Introduction

Wherever words appear in bold in this document, they will have the meanings shown under Definitions on Page 9.

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), is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189. This insurance is underwritten 100% by AmTrust Europe Limited.

This policy is 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 document, the **Policy Schedule** and any endorsements which may attach to the policy, together make up **Your** insurance policy and sets out clearly what is and what is not covered. Please read **Your** policy including the **Policy Schedule** and any endorsements that apply, very carefully. **Your** insurance policy should be kept in a safe place.

It is important that **You** comply with **Your** duties under the insurance policy. In deciding to accept this insurance and in setting out the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring the information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims. If **We** establish that **You** were careless in providing **Us** with the information **We** have relied upon in accepting this insurance and setting its terms **We** may:

- Treat this insurance as if it never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered;
- Amend the terms of **Your** insurance right back to the start date by either charging **You** more for **Your** insurance or by changing what is covered or by reducing the amount **We** pay in certain claims (if **You** declined to pay any additional premium **We** asked for, all claims payments by **Us** would be reduced in the proportion to the premium **You** have paid bears to the premium **We** have requested); or
- Cancel **Your** insurance in accordance with the Cancellation Clause set out later in the policy.

We or **Specialty Risks** will write to **You** if **We**:

- Intend to treat this insurance as if it never existed; or
- Need to amend the terms of **Your** insurance; or
- Require **You** to pay more for **Your** insurance.

Important information

Cooling off period

You may cancel this insurance contract provided **You** have not made a claim and **Specialty Risks** receives written confirmation of cancellation by telephone, email or post within 14 days of the policy start date or the date **You** receive the full policy documentation. **We** will refund any premiums paid if no claims have been made by **You**.

Cancellation clause

You can cancel this policy at any time by communicating **Your** request to **Specialty Risks**. This can be done by:

- Telephone on 0333 323 7950 (local rate call)
- Email to insulinpumps@specialty-risks.com
- Post to Specialty Risks Limited, 36 Central Avenue, West Molesey, Surrey, KT8 2QZ

If the policy is cancelled **You** will be due a return premium with a deduction for any time for which **You** have been covered. If a claim has been made by **You** since the last anniversary date of commencement there will be no return of premium.

We can cancel this policy by giving **You** 30 days notice in writing. **We** will only do this for a valid reason (some examples of which are as follows):

- Non-payment of a premium.
- A material failure by **You** to exercise the duty of care regarding **Your** property as required by the paragraph headed Claims on Page 5 of this document.
- A change in risk occurring which means that **We** can no longer provide **You** with the insurance cover.
- Non-cooperation or failure to supply any information or documentation **We** request.
- Threatening or abusive behaviour or the use of threatening or abusive language.

If **You** pay **Your** premium in monthly amounts, **We** will give **You** 30 days' notice in writing if **We** wish to change the terms or discontinue the policy.

Complaints procedure

Our aim is to provide the highest level of service to **You** at all times in dealing with all aspects of **Your** insurance. **We** do, however, realise that things can go wrong occasionally. If **You** feel **We** have not achieved **Our** aim, please inform **Us**. **Your** feedback enables **Us** to monitor and improve the service **We** provide.

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

managingdirector@specialty-risks.com
0333 323 7950 (local rate call)
FAO Managing Director, Specialty Risks, 36 Central Avenue, West Molesey, KT8 2QZ

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

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

- They will acknowledge the complaint within two working days of receipt.
- They will aim to resolve the complaint within five working days.
- 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.

If **You** feel that **You** have not received a satisfactory response, or the complaint has not been resolved within eight weeks of **Our** receiving it, **You** may refer **Your** case to the Financial Ombudsman Service (the FOS), set up by the Financial Conduct Authority to review unresolved complaints.

The FOS can be reached at:

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

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

Compensation for default

AmTrust Europe Ltd is covered by the Financial Services Authority Compensation Scheme. **You** may be entitled to compensation from the scheme if AmTrust Europe Ltd is unable to meet its obligations to **You** under this Contract.

If **You** were entitled to compensation under this scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about this scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU and on their website: www.fscs.org.uk.

Law applicable

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law and that the English courts alone shall have jurisdiction in any dispute arising hereunder.

Sanctions limitation and exclusions clause

We shall not be liable to pay any claim or provide any benefit under this 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.

Privacy and Data Protection Notices

Data Protection

AmTrust Europe Ltd (the Insurer) and Specialty Risks Limited, as Data Controllers, are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Insurer and Specialty Risks Limited process **Your** personal data. For more information please visit our websites at: www.amtrusteurope.com or www.specialty-risks.com.

How we use your personal data

The Insurer and Specialty Risks Limited use the personal data held 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 them. The Insurer and Specialty Risks Limited will also use **Your** data to safeguard against fraud and money laundering and to meet their general legal or regulatory obligations.

Sensitive information

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

Disclosure of your personal data

The Insurer and Specialty Risks Limited disclose **Your** personal data to third parties involved in providing products or services to them, or to service providers who perform services on their 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, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International transfers of data

The Insurer and Specialty Risks Limited may transfer **Your** personal data to destinations outside the European Economic Area (“EEA”). Where they transfer **Your** personal data outside of the EEA, they will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask the Insurer and Specialty Risks Limited not to process **Your** data for marketing purposes, to see a copy of the personal information they hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask them 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 the Insurer's and Specialty Risks Limited's data retention policies. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or their business relationship with **You**, unless they 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 relevant Data Protection Officer - please see websites for full address details.

General terms and conditions of this insurance

Claims

We expect **You** to look after **Your Equipment** just as carefully as if **You** had no insurance, and to carry out all reasonable measures to prevent and to minimise damage to **Your Equipment**.

Any act or failure on **Your** part that leads to (or increases the cost of) a claim may be taken into account when **We** decide how much to pay in settlement of that claim and in such circumstances **Our** settlement may be less than **You** would have received otherwise.

If **You** commit a fraud in relation to claim, then;

- **We** will have no liability to pay the fraudulent claim and shall be entitled to recover any payments which have been made in respect of the fraudulent claim; and
- **We** will be entitled to refuse all claims after that fraud; and
- **We** will have the right to treat the policy as being terminated at the time of the fraudulent act, and **We** may exercise this right as soon as the fraud is discovered, whether or not the policy has expired before the discovery of the fraud. If **We** exercise this right, **We** will not be liable to pay claims in respect of losses after the fraudulent act. **We** need not return any premiums to **You** which have been paid before the right is exercised; although
- **We** will remain liable for legitimate losses before the fraud.

How to make a claim

You must comply with the following to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim.

If **You** believe a claim has occurred or there is a potential claim under this policy, please help **Us** by reporting **Your** claim according to the following procedure.

- Online at <https://www.specialty-risks.com/insulin-claims>
- By telephone on 0333 323 7950 (local rate call)
- By email to claims@specialty-risks.com
- By post to Specialty Risks Limited, 36 Central Avenue, West Molesey, Surrey, KT8 2WZ

All claims must be made as soon as reasonably possible upon discovery of **Accidental Damage, Accidental Loss, Malicious Damage or Theft**. **You** must as soon as practicable, and in any case within 24 hours of discovering any **Accidental Loss or Theft**, report the occurrence to the Police or other relevant authority and obtain an incident report number or crime reference number.

For claims authorisation **You** must provide **Us** with:

- **Your** policy number and **Your Equipment** serial number;
- Details of how the **Accidental Damage, Accidental Loss, Malicious Damage** or **Theft** occurred;
- For **Accidental Loss** and **Theft**, the incident report number or crime reference number.

If the claim is covered by the policy, authorisation will be given to carry out the replacement to the **Equipment** manufacturer by the **Claims Office** by email or telephone.

Before **Your Equipment** is replaced, **You** are responsible for ensuring that **You** have received authorisation from the **Claims Office**.

Should **You** decide to arrange for a replacement **Equipment** or for any additional expenditure, without obtaining authorisation from the **Claims Office**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us** our right under this policy to agree cover, inspect **Your Equipment** and manage costs prior to costs being incurred.

We shall be entitled to take and keep possession of any damaged and recovered **Equipment** and to deal with the damaged or recovered **Equipment** in a reasonable manner.

If a claim is accepted by **Us** under this policy, payment by **Us** for the **Replacement** of **Your Equipment** shall constitute full settlement of that claim.

Telling us about a change

You must tell **Us** immediately about any change in the information given to **Us** as part of the process of obtaining this insurance. If **You** do not, **Your** insurance may not be valid or may not cover **You** fully. When **We** receive this notice **We** have the option to change the conditions of the insurance.

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 underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its regulations.

Other insurance

We will not pay any claim for any loss, damage or liability covered under this insurance which is also covered wholly or in part under any other insurance except in respect of any amount beyond that which would have been covered under other such insurance had this insurance not been affected.

General exclusions applying to the whole policy

This policy is subject to the following exclusion clauses:

Radioactive contamination and nuclear assemblies

We will not pay for loss or destruction of, or damage to, any property or any other loss or expense, or any legal liability of any nature caused by, or contributed to, or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.

War and civil war clause

We will not pay for loss or destruction of, or damage occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority.

Contamination and pollution

This policy does not cover any loss or damage due to pollution or contamination regardless of where or when it occurs and regardless of whether such loss or damage was caused by any peril hereby insured against.

Terrorism exclusion

We will not pay for loss or destruction of or damage to any property or any other loss or expense or any legal liability of any nature caused by, or contributed to, or arising from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this insurance an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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 put the public, or any section of the public in fear.

We will not pay for loss damage, cost or expense of whatsoever nature caused by, resulting from or arising from or in connection with any action taken by third parties in controlling, preventing or suppressing any act of terrorism.

Your cover under this insurance

Subject to all of the rules, conditions and limitations set out above, this policy provides the following protection:

What is covered	What is not covered
A Replacement following loss or damage occurring during the Policy Period and within the Geographical Limits of the policy as a result of any:	A Replacement arising from:
<p>Accident Accidental Loss</p>	<p>To Equipment that is not suitably stored or packed whilst in transit.</p> <p>To Equipment in the form of wear and tear and gradual deterioration to its appearance that does not affect its performance.</p> <p>To Equipment caused by the deliberate or wilful act of any Equipment User.</p> <p>Caused by use of the Equipment by any Equipment User for anything other than its intended purpose.</p> <p>Where You have not followed clinical advice or the manufacturer's guidance on how to use the Equipment.</p> <p>Where the circumstances of the Accidental Loss or Accidental Damage cannot be clearly identified i.e. You are unable to confirm the time and the place of the damage or loss.</p>
Malicious Act	Any Malicious Act committed by You .
Theft	<p>Theft of Your Equipment while kept in an unattended motor vehicle unless the vehicle is locked, the Equipment is placed out of sight and all protections put into operation so that forced entry into the vehicle is required. A photograph of such damage will be required in order for the claim to be processed and a copy of the vehicle repairer's invoice for the repair of such damage must be submitted to the Claims Office within 30 days of any claim. Otherwise You will be asked to return any payment made by Us in settlement of a such claim.</p> <p>Theft or Accidental Loss of Your Equipment from any motor vehicle between 22:00 and 06:00 hours.</p> <p>Theft of Your Equipment where the circumstances of the Theft cannot be clearly identified i.e. where You are not able to confirm the time and place of the Theft.</p>

Subject to all of the rules, conditions and limitations set out above, this policy provides the following protection:

What we will pay in respect of a valid claim	What we will not pay in respect of a valid claim
<p>The Replacement of Your lost or damaged Equipment or Component(s) covered by this policy.</p> <p>Confirmation will be given to an equipment manufacturer by the Claims Office that We have consented to pay for the replacement of Your Equipment and for the courier costs. Subsequently payment, for the replacement Equipment will be made directly by Us to the manufacturer.</p>	<p>The replacement cost of any item not included on Your Policy Schedule.</p> <p>The replacement cost of any additional equipment or accessories including but not limited to carrying cases and battery chargers (other than those supplied as original equipment with Your Equipment, and identified on Your Policy Schedule or additional accessories as identified on Your Policy Schedule).</p>

Definitions

Wherever words appear in bold in this document, they will have the meanings shown below:

Accident	Means any damage caused by a single external event which is sudden and unexpected and renders Your Equipment unusable.
Accidental Loss	Means that the Equipment has been inadvertently left by You in a location and You are permanently deprived of its use.
Claims Office	Means Specialty Risks Limited , 36 Central Avenue, West Molesey, Surrey, KT8 2QZ who are authorised and regulated by the Financial Conduct Authority under registration number 771865 and through whom this insurance has been arranged.
Components	Means any mechanical, electrical or electronic part, which forms part of the original specification of the Equipment insured under this policy.
Continuous Glucose Monitor	Means a handheld monitoring device that uses wireless technology to collect glucose readings from a small sensor inserted under the skin of the Equipment User .
Equipment	Means an Insulin Pump , Continuous Glucose Monitor or Loan Pump including accessories supplied with an Insulin Pump such as a handset.
Equipment User	Means the policyholder as stated on the Policy Schedule and the person to whom the Equipment has been provided.
Geographical Limits	Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and so long as the Equipment User has no intention of being anywhere other than these four areas for more than 90 days in total in any 12 month period, anywhere else in the world.
Insulin Pump	Means an external battery powered device that injects insulin into the body of the Equipment User at a programmed rate to control diabetes.

Loan Pump	Means any Equipment provided to the Equipment User for a temporary period and for which the Equipment User is responsible.
Policy Period	Means the period of insurance defined on Your Policy Schedule that may be rolling monthly until cancelled by You or by Us .
Policy Schedule	Means the document that sets out the scope of this policy.
Malicious Act	Means an intentional or deliberate act by another party, which is done with the aim of causing damage to Your Insulin Pump .
Replacement	Means the cost of a replacement Equipment or Components of similar make and quality.
Specialty Risks	Means Specialty Risks Limited, 36 Central Avenue, West Molesey, Surrey, KT8 2QZ.
Theft	Means the dishonest removal of the Equipment from Your possession by a third party with the intention of permanently depriving You of it.
We/Us/Our	Means means AmTrust Europe Limited.
You/Your	Means the policyholder as stated on the policy schedule.