



Insulin Pump Insurance

Policy Wording

The underwriter

This 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 policy is underwritten by Specialty Risks Limited on behalf of 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. This insurance is underwritten 100% by AmTrust Europe Limited.

Understanding your policy

This document, the **Policy Schedule** and any endorsements which may attach to this insurance policy, together make up **Your** insurance policy and set out what is and what is not covered. Please read **Your** policy wording 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 this insurance policy. **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 cancel this insurance policy and decline any claim made using false or misleading information. If **We** establish that **You** were careless in providing **Us** with the information **We** have relied upon in accepting this insurance policy and setting its terms **We** may:

- Amend the terms of **Your** insurance policy right back to the start date by either charging **You** more for **Your** insurance policy 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 policy in accordance with the Cancellation Clause set out later in this insurance policy.

Law applicable to this policy

This Insurance policy shall be subject to English Law.

Legal rights

This insurance policy 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 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.

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

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.

Demands and Needs statement

This insurance policy meets the demands and needs of insulin pump users who wish to ensure that their insulin pump and associated equipment are covered for accidental damage, theft and loss now and in the future.

Cancellation

Cooling off period

You may cancel this insurance policy within 14 days of the policy start date or the date **You** receive the full policy documentation. If you have not made a claim, you will receive a full refund of any premium paid.

Cancellation after the cooling off period

After the Cooling off period **You** may cancel this policy at any time by contacting **Specialty Risks**.

1. By telephone: 0333 323 7948 (local rate call)
2. By email: insulinpumps@specialty-risks.com

3. In writing: Specialty Risks Limited, Island Farm House, 83 Island Farm Road West Molesey, Surrey, KT8 2TR

If there have been no claims made under this insurance policy, and **You** have paid an annual premium, **You** will be due a premium refund with a deduction for any time for which **You** have been covered.

If **You** pay monthly for **Your** insurance policy, when **You** cancel **Your** insurance policy, it will expire on the next monthly renewal date.

If a claim has been made by **You** during the current period of cover there will be no premium refund.

We may 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.
- Fraud.
- A change in risk occurring which means that **We** can no longer provide **You** with this insurance policy.
- Threatening or abusive behaviour or the use of threatening or abusive language by **You**.

We will give **You** 30 days' notice in writing if **We** wish to change the terms or discontinue this insurance policy.

Renewing your insurance

If **You** pay monthly for **Your** insurance policy, **Your** insurance policy will renew every month until **You** tell us **You** no longer wish to have this insurance policy.

If **You** pay annually for **Your** insurance, we will invite **You** to renew **Your** insurance policy 30 days before the end of **Your** current **Period of Insurance**.

Definitions

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

Accidental Damage	Means any physical damage caused by a single external event which is sudden and unexpected and renders Your Equipment unusable.
Accidental Loss	Means that Your Equipment has been inadvertently left by You in a location and You are permanently deprived of its use.
Approved Supplier	Means the equipment manufacturer or distributor providing replacement services authorised by Us .
Claims Administrator	Means Specialty Risks Limited , Island Farm House, 83 Island Farm Road West Molesey, Surrey, KT8 2TR. Tel: 0333 323 7948 (local rate call). Email: claims@specialty-risks.com.
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 Insulin Pump User .
Cosmetic Damage	Means a degree of physical damage that simply refers to impairment of only the appearance of a covered item, but not its functionality and does not prevent the Equipment being used for its intended purpose.
Equipment	Means an Insulin Pump , Continuous Glucose Monitor or Loan Pump including accessories supplied with an Insulin Pump such as a handset.
Insulin Pump User	Means the person to whom the Equipment has been provided.
Insulin Pump	Means an external battery powered device that injects insulin into the body of the Insulin Pump User at a programmed rate to control diabetes.

Loan Pump	Means any Equipment provided to the Insulin Pump User for a temporary period and for which the Insulin Pump User is responsible.
Period of Insurance	Means the period of Your insurance policy defined on Your Policy Schedule .
Policy Schedule	Means the document that sets out the scope of this insurance policy.
Malicious Act	Means an intentional or deliberate act by someone else, which is done with the aim of causing damage to Your Equipment or a Component .
Replacement Cost	Means the cost of a replacement Equipment or Components of similar make and quality.
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 Your Equipment from Your possession by someone else with the intention of permanently depriving You of it.
Wear and Tear	Means the gradual deterioration associated with normal use and age of the Equipment and its Components .
We/Us/Our	Means means Specialty Risks on behalf AmTrust Europe Limited.
You/Your	Means the policyholder, a United Kingdom Resident, as stated on the Policy Schedule .

What is covered

Accidental Damage, Malicious Act, Accidental Loss or Theft

If **Your Equipment** suffers **Accidental Damage, Accidental Loss, Malicious Act** or **Theft** during the **Period of Insurance** **We** will cover **You** for the replacement of **Your Equipment** .

Our limit of liability

Our liability in respect of any one claim will be limited to the **Replacement Cost** of the **Equipment**.

Where you are covered

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

You are also covered 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 replacement of **Your** Equipment.

If **You** need to make a claim whilst **You** are outside the United Kingdom, **You** should contact the **Claims Administrator** as soon as possible to discuss how best to manage **Your** claim.

Automatic reinstatement of cover

Following a valid claim **We** will automatically cover **Your** replacement **Equipment**.

What is not covered

1. This specific exclusion applies to **Accidental Damage** or **Malicious Act** cover.

We will not pay claims for any damage caused to **Your Equipment** by any deliberate or wilful act by **You**.

2. These specific exclusions apply to Accidental Loss or **Theft** cover:

We shall not be liable in respect of:

- a. **Theft of Your Equipment** while kept in an unattended motor vehicle at any time unless:
 - i. the vehicle is locked; and
 - ii. **Your Equipment** is placed out of sight; and
 - iii. there was forced entry into the vehicle.

A photograph of the damage and a copy of the vehicle repairer's invoice for the repair of the damage must be submitted as part of **Your** claim .

- b. Any **Accidental Loss** or **Theft** where the circumstances of the **Accidental Loss** or **Theft** cannot be clearly identified. This means **You** must be able to confirm the time and place of the **Accidental Loss** or **Theft**.
- c. Any **Accidental Loss** where the **Equipment** was in **Your** home at the time.

General exclusions

We will not pay claims:

- a. For any injury or death resulting from **Equipment** provided to **You**. It is **Your** responsibility to ensure that the **Equipment** supplied to **You** meets **Your** clinical needs.
- b. As a result of mechanical breakdown, hardware failure or software failure.
- c. For loss of use of **Equipment** or any other costs that are caused by the event which led to the claim, unless specifically stated in this policy document.
- d. 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).
- e. For any reduced performance or efficiency of the **Equipment**.
- f. For any costs incurred during the fitting of the **Equipment** by the NHS.
- g. For any charges made by any provider to **You**.
- h. For any replacement carried out by anyone other than a **Approved Supplier**.
- i. For any costs incurred where it is found that the **Equipment** is functioning normally or where no fault or damage is found.
- j. Caused by negligence, abuse or misuse in respect of the **Equipment** including but not limited to:
 - i. Failure to use **Your Equipment** in accordance with manufacturer's clinical advice or instructions; or
 - ii. Failure to follow maintenance recommendations; or
 - iii. The use of accessories or **Equipment** not approved by the manufacturer; or
 - iv. Application of an incorrect electrical supply when charging;
 - v. Faulty software or programming; or
 - vi. Electrical power surge or fluctuation.

- k. 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**.
- l. For the cost of maintenance or modification of the **Equipment**.
- m. For the costs of rectifying programming errors or design defects in software.
- n. For any costs caused by:
 - a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - b) 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;
 - c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- o. 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 policy 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.
- p. 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.
- q. For any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

Conditions

1. 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.

2. 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 exaggerated; or
- c) Submit a document in support of a claim, knowing the document to be forged or false; or
- d) Make a claim caused by **Your** wilful act, or with **Your** involvement;

Then **We**:

- a) Will not pay the claim.
- b) Will declare this insurance policy void from the time of the fraudulent act.
- c) Will not make any return of premium.
- d) 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 **Your Equipment**. Please do not continue to use **Your Equipment** or attempt to repair it.

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

Please contact the **Claims Administrator** to submit **Your** claim.

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

You must complete the claims notification process and provide all information or documentation required by **Us** in support of **Your** claim.

Examples of information or supporting documentation includes:

- 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/insulin-claims; or
2. By calling 0333 323 7948 (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:

1. Confirm **Your** policy number and **Equipment** details; and
2. Confirm the cause of the claim; and
3. For **Accidental Loss** or **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 **We** approve **Your** claim, **We** will give authorisation to the **Approved Supplier** to carry out the replacement up to the **Replacement Cost**.

Should **You** decide to arrange **Your** own repair or replacement, without the authorisation of the **Claims Administrator**, **We** reserve the right not to pay **Your** claim because **You** have denied **Us** **Our** right under this insurance policy to manage the **Replacement Cost**.

4. Use of an engineer

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

1. Instruct an independent engineer to inspect the **Equipment** before authorising any claim; or
2. Inspect any **Components**, which have been removed, together with any original documentation, within one calendar month after any 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**.

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.

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

- By email: managingdirector@specialty-risks.com
- By telephone: 0333 323 7948 (local rate call)
- In writing: Managing Director, Specialty Risks, Island Farm House, 83 Island Farm Road West Molesey, Surrey, KT8 2TR

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 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 contacted 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.