

# Specialty Risks



## DSA Student Insurance Insurance Policy Wording

DSA SOE 161023

## The underwriter and administrator

This insurance policy is arranged and administered by Specialty Risks Limited, 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 AmTrust Europe Limited. AmTrust Europe Limited's 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 insurance policy

**We** will provide the insurance as stated in this insurance policy. **Your Application**, which includes the signed or online declaration and the undertaking to pay the premium, is the basis of the contract and forms part of this insurance policy.

This insurance policy will only become effective when **We** have accepted **Your Application** and **We** have received the premium payment in full.

This insurance policy contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance. This insurance policy is evidence of a contract of insurance.

This document should be read in conjunction with the Policy Schedule.

## 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 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 policy 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, Malicious Damage, Breakdown** 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.

## 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.

## Cyber exclusion

**We** will not pay 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.

## Demands and Needs statement

This insurance policy meets the demands and needs of students in receipt of the Disabled Students Allowance who wish to ensure that their laptop/desktop computer is covered for accidental damage, theft and breakdown now and in the future.

## Your eligibility

**You** are only eligible to purchase this insurance on the following basis:

1. **You** have applied for a DSA grant; and
2. **You** have been accepted for a DSA grant; and
3. **You** have your own **Equipment** that has been deemed by **Your** DSA needs assessor to meet the minimum standards **You** require for **Your** studies; and
4. **Your** application has been accepted by **Us**.

## Eligible equipment

Only **Equipment** that meets the following eligibility criteria may be accepted, unless agreed in advance with **Us**:

1. **You** purchased the **Equipment** as new within 2 years of applying for this insurance; and
2. At no point during the **Period of Insurance** the **Equipment** will be older than 5 years; and
3. At the point of applying for this insurance the **Equipment** is in full working order; and there is no visible damage to **Your Equipment**; and
4. If required by **Us**, the **Equipment** has passed the health check service provided by **Your Assistive Technology Service Provider**.

## Cancellation process

**You** may cancel **Your** insurance policy at any time within the first 14 days of receiving **Your** insurance policy documentation from **Us**. If **You** have not made a claim, **We** will refund the full premium for the insurance. **We** will advise the **Your** funding body and **Your Assistive Technology Service Provider** the amount that **You** have been reimbursed.

To cancel **Your** insurance policy please notify **Us** by email at [admin@specialty-risks.com](mailto:admin@specialty-risks.com), by phone on 0330 100 0712 (local rate call); or by writing to **Us** at Specialty Risks Limited, Bridge House, 11 Creek Road, East Molesey, Surrey, KT8 9BE.

## 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. If **You** have not made a claim, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance. **We** will advise **Your** funding body and **Your Assistive Technology Service Provider** the sum that **You** have been reimbursed.

To cancel **Your** insurance policy please notify **Us** by email at [admin@specialty-risks.com](mailto:admin@specialty-risks.com), by phone on 0330 100 0712 (local rate call); or by writing to **Us** at Specialty Risks Limited, Bridge House, 11 Creek Road, East Molesey, Surrey, KT8 9BE.

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

### **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.

<b>Accidental Damage</b>	Means any damage caused by a single external event which is sudden and unexpected, and which is not caused by a deliberate act by <b>You</b> .
<b>Application</b>	Means any signed, written, or online request for insurance and declaration together with any additional information <b>You</b> have given to <b>Us</b> .
<b>Approved Repairer</b>	Means any full-time business providing an <b>Equipment</b> repair service authorised by <b>Us</b> .
<b>Approved Supplier</b>	Means the full-time business providing <b>Equipment</b> replacement services authorised by <b>Us</b> .
<b>Assistive Technology Service Provider</b>	The organisation providing <b>You</b> with equipment, software or support during <b>Your</b> course.
<b>Breakdown</b>	Means the sudden and unforeseen failure of a <b>Component</b> from any permanent mechanical, electrical or electronic defect, causing the sudden stoppage of its function and makes the <b>Equipment</b> unusable.
<b>Claims Administrator</b>	Means <b>Specialty Risks Limited</b> , Bridge House, 11 Creek Road, East Molesey, Surrey, KT8 9BE.
<b>Component(s)</b>	Means any mechanical, electrical or electronic part, which forms part of the <b>Equipment's</b> original specification.
<b>Computer Virus</b>	Means a self-replicating program that spreads by inserting copies of itself into other executable code or documents, which is loaded onto <b>Your Equipment</b> without <b>Your</b> knowledge and runs against <b>Your</b> wishes.
<b>Cosmetic Damage</b>	Means a degree of physical damage that simply affects only the appearance of the <b>Equipment</b> , but not its functionality and does not prevent the <b>Equipment</b> being used for its intended purpose.
<b>Equipment</b>	Means the items <b>You</b> declared to <b>Us</b> and as stated on this insurance Policy Schedule.

<b>Fire Damage</b>	Means any damage to the <b>Equipment</b> caused by an ignition of flammable materials, which was accidental and unforeseen.
<b>Flood Damage</b>	Means permanent damage to the <b>Equipment</b> which stops the <b>Equipment</b> functioning as it was intended to, caused by the escape of water from any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam in addition to flooding from the sea.
<b>Forced and Violent Entry/Exit</b>	Means an act that has caused physical damage to property through both the forcible and violent actions of someone else.
<b>Left Unattended</b>	Means not within <b>Your</b> sight at all times and out of <b>Your</b> arms-length reach.
<b>Liquid Damage</b>	Means any damage caused by a sudden and unforeseeable flow of fluid into the <b>Equipment</b> .
<b>Malicious Damage</b>	Means any <b>Accidental Damage, Fire Damage, Liquid Damage</b> or <b>Flood Damage</b> to the <b>Equipment</b> deliberately caused by someone other than <b>You</b> and which you were unable to prevent.
<b>Period of Insurance</b>	Means the period stated on this insurance Policy Schedule.
<b>Proof of Ownership</b>	Means an original receipt, invoice or other document that serves as confirmation that <b>You</b> have paid for <b>Your Equipment</b> .
<b>Repair Cost</b>	Means the cost of both parts costs and labour (including VAT where appropriate) required to fix the <b>Accidental Damage, Breakdown, Fire Damage, Flood Damage, Liquid Damage, or Malicious Damage</b> .
<b>Replacement Cost</b>	Means the cost of, or cash settlement of, replacement <b>Equipment</b> or <b>Components</b> of similar make and quality as the <b>Equipment</b> or <b>Component</b> that has suffered <b>Accidental Damage, Breakdown, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage, or Theft</b> including the labour cost of fitting the new <b>Component</b> , in line with part manufacturer list prices. <b>We</b> may

	replace <b>Equipment</b> with manufacturer refurbished items.
<b>Single Claim Limit</b>	Means the maximum amount that can be claimed for any one claim arising from a single incident during the <b>Period of Insurance</b> and that does not exceed the <b>Replacement Cost</b> of the <b>Equipment</b> .
<b>Specialty Risks</b>	Means Specialty Risks Limited whose registered address is Aissela, 46 High Street, Esher, Surrey, England, KT10 9QY.
<b>Theft</b>	Means the dishonest removal of the <b>Equipment</b> from <b>You</b> by someone else.
<b>We/Us/Our</b>	Means AmTrust Europe Limited.
<b>Wear and Tear</b>	Means the deterioration caused by use of the <b>Equipment</b> and its <b>Components</b> over time.
<b>You/Your/Yourself</b>	Means the individual, UK resident named on this insurance Policy Schedule.



## What is covered

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

If **Your Equipment** suffers **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage** or **Malicious Damage** or **Breakdown** 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 anywhere in the world, up to a maximum of 90 consecutive days in any 12 month period.

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 United Kingdom, **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, Breakdown, Fire Damage, Flood Damage, Liquid 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 applying to **Breakdown** cover:

**We** will not pay claims:

- a. For the cost of routine service, inspection or maintenance.
- b. For the cost of parts that:
  - i. are consumables;
  - ii. or have a limited life. For example, internal batteries and rechargeable battery packs.
- c. For the cost of fixing incorrect configuration settings or programming errors.
- d. For any costs for which the manufacturer or supplier of the **Equipment** is responsible under the terms of any guarantee or warranty.
- e. As the result of a manufacturer's recall of the **Equipment**.
- f. Caused by:
  - i. applying an incorrect electrical supply or use of a power supply unit not made by the Equipment manufacturer; or
  - ii. defects in external wiring, cable or electrical connection not forming part of the original **Equipment**.

3. 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 or 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.

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

**We** will not pay claims:

- a. Where **Equipment** was lost or misplaced.

- b. For **Equipment** where **You** cannot provide **Proof of Ownership**.
- 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. For any costs that are caused by the event which led to the claim, unless specifically stated in this insurance policy document.
- g. 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).
- h. For any reduced performance or efficiency of the **Equipment**.
- i. For any costs incurred whilst installing the **Equipment** or relocating it.
- j. For any charges made by any provider to **You**.
- k. For repairs or maintenance of **Your Equipment** made by anyone other than the **Approved Repairer**.
- l. For any replacement of **Your Equipment** by anyone other than the **Approved Supplier**.
- m. For any costs relating to software not provided as part of **Your** Disabled Student Allowance.
- n. For any costs where the **Equipment** is functioning normally or where no fault or damage is found.
- o. Caused by negligence, abuse or misuse of the **Equipment** including but not limited to:
  - i. Failure to use 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.
- p. 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**.
- q. For any costs from maintenance or modification of the **Equipment**.
- r. 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.
- s. For loss of, or damage to, any data carrying materials.
- t. For costs caused by any **Computer Virus**.
- u. For costs caused by any failure of the Internet.
- v. Relating to external data carrying materials and any computer program or data information stored on the **Equipment**.
- w. For the costs of rectifying programming errors or defects in software.
- x. 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.
- y. 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 applying to ALL sections.

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 not in 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, Breakdown, 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 knowing the statement to be false respect; or
- c. Submit a document knowing the document to be forged or false; or
- d. Make a claim for **Theft** or damage caused by **Your** wilful act, or with **Your** knowledge;

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. Preventing 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 retain 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 a claim.

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 information or supporting documentation in support of **Your** claim **We** may not pay **Your** claim.



**You** can contact the **Claims Administrator**:

- a. Online at <https://www.specialty-risks.com/dsa-claims>; or
- b. By calling 0330 100 0712 (local rate call); or  
By email to [claims@specialty-risks.com](mailto: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 of 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 **Us**, to replace **Your Equipment** without agreeing this with the **Claims Administrator** first, **We** reserve the right not to pay **Your** claim because the **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](mailto:managingdirector@specialty-risks.com)

- By telephone: 0330 100 0712 (local rate call)
- In writing: FAO Managing Director, Specialty Risks, Bridge House, 11 Creek Road, East Molesey, Surrey, KT8 9BE.

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:

- Acknowledge the complaint within two working days of receipt.
- 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.

**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 (Calls to this number cost no more than calls to 01 and 02 numbers)

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://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](http://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

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General Enquiries / Insurance policy amendments

**t:** 0330 100 0712 (local rate call)

**e:** [admin@specialty-risks.com](mailto:admin@specialty-risks.com)

Claims

**w:** [www.specialty-risks/dsa-claims](http://www.specialty-risks/dsa-claims)

**t:** 0330 100 0712 (local rate call)

**e:** [claims@specialty-risks.com](mailto:claims@specialty-risks.com)

Write To Us

**Bridge House**

**11 Creek Road**

**East Molesey**

**Surrey**

**KT8 9BE**

Visit Our Website

**[www.specialty-risks.com](http://www.specialty-risks.com)**