



Insulin Pump Insurance Policy Wording

Version 3.10
Effective from: 01/06/2023

The underwriter & administrator

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 100% by AmTrust Europe Limited whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered in England & Wales under company 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 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.

Giving us all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy.

If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- **We** may cancel **Your** policy and refuse to pay any claim; or
- **We** may not pay any claim in full.

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

- Intend to cancel **Your** policy; or
- Need to amend the terms of **Your** policy; or require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Specialty Risks**.

Period of insurance

Your insurance is either an annual policy or a monthly policy as chosen by **You** and confirmed on **Your Policy Schedule**. If **You** selected an annual policy, the insurance starts on the date shown on **Your Policy Schedule** and continues for a period of 12 months. If **You**

selected a monthly policy, **You** will be covered for one month from the start date shown on **Your Policy Schedule** and then for each further consecutive monthly period for which **We** accept a premium from **You**.

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.

Sanctions limitation and exclusions clause

We shall not be liable to pay any claim or provide any benefit under this policy if the provision of such cover payment of claim 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 whichever is the later. If **You** have not made a claim and do not intend to make 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, Bridge House, 11 Creek Road, East Molesey, KT8 9BE.

If **You** have an annual policy:

You can cancel **Your** policy at any other time and providing that no claim has been made, **You** will be entitled to a portion of **Your** premium back for the unexpired **Period of Insurance**. This will be based on the number of days remaining until the expiry date.

If **You** have a monthly policy:

You can cancel **Your** policy at any time but there will be no refund. This is because **You** will only have paid for the cover **You** have already received. Please contact **Specialty Risks** if **You** wish to cancel **Your** policy.

The insurer's cancellation rights

We reserve the right to cancel this policy immediately if **You** commit fraud. If **We** cancel **Your** policy, **We** will do so in writing to the most recent address **We** have for **You**.

Your policy also will end automatically if **You** do not pay any premium when it becomes due. If this happens, **You** will be contacted requesting payment within 14 days. If **We** do not receive payment within this period, **You** will be written to again notifying **You** that **Your** policy will be cancelled.

If **We** can no longer provide **You** with insurance cover, or if **You** display threatening or abusive behaviour towards **Us** or **Specialty Risks**:

- If **You** have a monthly policy, **We** will give 60 days notice, in writing to the most recent address that **We** have for **You**, that **We** will not renew **Your** insurance. This means that cover will end on the date that **Your** next insurance premium is due following the 60 day notice period; or
- If **You** have an annual policy, **We** will give 60 days notice, in writing to the most recent address that **We** have for **You**, that **Your** policy will not be renewed at the end of the current policy period.

The insurer's right to make changes

The insurer's right to change Your cover or the price of Your insurance if You have pay Your premiums monthly

We will give **You** at least 2 months written notice if **We** decide, or need, to change **Your** policy cover or the price of **Your** insurance. The notice of the change will be sent to **Your** last known address.

We will only change **Your** premium and/or the terms and conditions of **Your** policy for the following reasons:

- To make the terms and conditions of **Your** policy more favourable to **You**;
- To make minor changes to **Your** policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **Us** or **Your** policy;
- To reflect changes to taxation applicable to **Your** policy (including, for example, insurance premium tax);
- To reflect increases or reductions in the cost (or projected cost) of providing **Your** insurance, including, for example, increases or decreases caused by changes to the number, length, cost or timing of claims which **We**, as part of **Our** pricing policy, have assumed or projected will be made under this insurance;
- To cover the cost of any changes to the cover/benefits provided under this insurance including, for example, the removal of one or more policy exclusion(s);
- To cover the cost of changes to the systems, services or technology in support of this insurance.

Once **We** have made an alteration no further changes will be made to the terms and conditions or the premium for **Your** policy for at least 6 months, unless **We** are obliged to do so by law, regulation and any code of practice or industry guidance.

Upon receiving notice of any changes or proposed changes, **You** may cancel cover in accordance with the provisions detailed above if **You** are unhappy with the change or proposed change.

The insurer's right to change Your cover or the price of Your insurance if You pay Your premium once a year have an annual policy

If **We** change the terms of cover or price of **Your** policy, it will only be done at **Your** next annual renewal date where all changes will be communicated to **You** in writing.

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**.

Fraudulent claims or misleading information

We take a robust approach to fraud prevention in order to keep premium rates down so that **You** do not have to pay for other people's dishonesty. If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- Not pay **Your** claim;
- Recover (from **You**) any payments **We** have already made in respect of that claim;
- Terminate **Your** insurance from the time of the fraudulent act;
- Inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

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, Bridge House, 11 Creek Road, East Molesey, KT8 9BE. 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	Means an external battery powered device that injects insulin into the body of the Insulin Pump User at a programmed rate to control diabetes.
Insulin Pump User	Means the person to whom the Equipment has been provided.
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.
Policy Start Date	Means the date shown as such on Your Policy Schedule .
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 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

We will not pay any claims for:

1. Any damage caused to **Your Equipment** by any deliberate or wilful act by **You**.
2. **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.)
3. 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**.
4. Any **Accidental Loss** where the **Equipment** was in **Your** home at the time.

5. 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.
6. As a result of mechanical breakdown, hardware failure or software failure.
7. 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.
8. 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).
9. For any reduced performance or efficiency of the **Equipment**.
10. For any costs incurred during the fitting of the **Equipment** by the NHS.
11. For any charges made by any provider to **You**.
12. For any replacement carried out by anyone other than an **Approved Supplier**.
13. For any costs incurred where it is found that the **Equipment** is functioning normally or where no fault or damage is found.
14. Caused by negligence, abuse or misuse in respect of the **Equipment** including
 - 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.
15. 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**.
16. For the cost of maintenance or modification of the **Equipment**.
17. For the costs of rectifying programming errors or design defects in software.
18. 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.
19. 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.

20. 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.
21. 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.

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.

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, Bridge House, 11 Creek Road, East Molesey, KT8 9BE.

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.

Referring your complaint to the Financial Ombudsman Service

In the event that **You** are unhappy with **Specialty Risks'** response to **Your** complaint, or **You** have not received their response within 8 weeks of the date they received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **You** must do so within 6 months of receiving **Specialty Risks'** final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when they have not been resolved to **Your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect **Your** legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme:

Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: 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.