



# DSA Insurance

Policy wording

## Evidence of Cover for Insured Customers

### Demands and Needs Statement

This insurance meets the demands and needs of students in receipt of the Disabled Students Allowance and who equipment has been supplied by the **Master Policyholder**.

No advice has been provided on this insurance **You** should therefore ensure it meets **Your** requirements.

### Insurer and Administrator's details

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, 36 Central Avenue, Molesey, KT8 2QZ. Registered in England No. 6751834 and is authorised and regulated by the Financial Conduct Authority, registration number 771865.

### Understanding your Evidence of Cover

Please read this **Evidence of Cover** carefully and make sure **You** understand and fully comply with its terms and conditions as failure to do so may jeopardise the payment of any claim that might arise and could lead to the **Evidence of Cover** becoming void. Please ensure **You** keep it in a safe place so **You** can read it again if **You** need to.

### The law applicable to the Master Policy and this Evidence of Cover

The **Master Policy** and this **Evidence of Cover** shall be governed by, and construed in accordance with, the Laws of England and Wales.

## 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 policy and **You** will, at **Our** request and expense, do and concur in doing and permit to be done such acts as may be reasonably required by **Us** for that purpose.

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

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

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in **bold**:

1. **Accidental Damage** means any damage caused by a single external event which is sudden and unexpected, and which is not caused by a deliberate act by **You**.
2. **Claims Office** means the office that deals with claims matters arising from this policy and the address and telephone number are detailed in this document under Claims Procedure.
3. **Component(s)** means any mechanical, electrical or electronic part, which forms part of the **Equipment's** original specification, insured under this policy as stated on **Your Evidence of Cover**.
4. **Computer Virus** is a self-replicating program that spreads by inserting copies of itself into other executable code or documents, which is loaded onto **Your** computer without **Your** knowledge and runs against **Your** wishes.
5. **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.
6. **Equipment** means computer or electronic equipment plus accessories supplied to **You** and stated on **Your Evidence of Cover**.
7. **Evidence of Cover** means the document confirming cover is in place under the **Master Policy**.
8. **Fire Damage** means any damage caused to the **Equipment** by an ignition of flammable materials, which was accidental and unforeseen.
9. **Flood Damage** means permanent or irrecoverable damage to the **Equipment** which stops the **Equipment** functioning as it was designed to, caused by the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam in addition to inundation from the sea.
10. **Forced and Violent entry or exit** means a criminal act that has caused physical damage to property through both the forcible and violent actions of a third party.
11. **Geographical Limits** means Worldwide.
12. **Left Unattended** means not within **Your** sight at all times and out of **Your** arms-length reach.

13. **Liquid Damage** means any damage caused by a sudden and unforeseeable ingress of fluid.
14. **Malicious Damage** means any **Accidental Damage, Fire Damage, Liquid Damage** or **Flood Damage** to the **Equipment** deliberately caused by someone other than **You** which you were unable to prevent.
15. **Master Policy** means the policy between **Us** and the **Master Policyholder**.
16. **Master Policyholder** means Barry Bennett Ltd, Bennett House, Viking Street, Bolton, BL3 3RR. Registered in England and Wales no. 01006315.
17. **Period of Insurance** means the period stated on this **Evidence of Cover**.
18. **Repairer** means any full-time business providing an **Equipment** repair service authorised by **Us**.
19. **Repair Cost** means the cost of both parts costs and labour (including VAT where appropriate) necessitated in rectifying the **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, or Malicious Damage**.
20. **Replacement Cost** means the cost of, or cash settlement of, replacement **Equipment** or **Components** of similar make and quality as the **Equipment or Component** that had suffered **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage, or Theft** including the labour cost of fitting the new **Component**, in line with part manufacturer list prices.
21. **Single Claim Limit** means the maximum amount that can be claimed for any one claim arising from a single incident during the **Period of Insurance** and that does not exceed the **Repair Cost** or **Replacement Cost** of the **Equipment** stated on the **Evidence of Cover**.
22. **Specialty Risks** means Specialty Risks Limited whose address is 36 Central Avenue, Molesey, Surrey KT8 2QZ.
23. **Supplier** means the full-time business providing **Equipment** replacement services authorised by **Us**.
24. **Theft** means the dishonest removal of the **Equipment** from **You** by a third party.
25. **We/Us/Our** means AmTrust Europe Limited.
26. **Wear and Tear** means the gradual deterioration associated with normal use and age of the **Equipment** and its **Components**.
27. **You/Your/Yourself** means the individual named on the **Evidence of Cover**.

## What is covered

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

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

1. The **Repair Cost** of the **Equipment**; or
2. At **Our** choice, the **Replacement Cost** of **Equipment**

We will also pay for the reasonable postage or courier costs for **Equipment** that is suitably stored, packed or protected whilst being transported to, or from, the **Repairer** or **Supplier**.

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

### Theft

If the **Equipment** suffers **Theft** during the **Period of Insurance**, **We** will cover **You** for:

1. The **Replacement Cost** of **Equipment**.

We will also pay for the reasonable postage or courier costs for **Equipment** that is suitably stored, packed or protected whilst being transported from the **Supplier**.

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

## What is not covered

1. Specific exclusions applying to **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, or Malicious Damage** cover.

**We** shall not be liable in respect of:

- a. Damage to **Equipment** that is not suitably stored, packed or protected whilst being transported.
- b. Damage to the **Equipment** whilst on hire or loan to any third party.

2. Specific exclusions applying to **Theft** cover:

**We** shall not be liable in respect of:

- a. **Theft** of the **Equipment** whilst kept in an unattended motor vehicle unless the vehicle is locked, the **Equipment** is placed out of sight and **Theft** has occurred through **Forced and Violent entry or exit**. A copy of the **Repairer's** account for, and photographs of, such damage to the vehicle must be submitted with any claim made.
- b. **Theft** of the **Equipment** from any property or premises unless such **Theft** has occurred through **Forced and Violent entry or exit**. A copy of the **Repairer's** account for, and photographs of, such damage to the property or premises must be submitted with any claim made.
- c. Theft of the **Equipment** whilst on hire or loan to any third party.
- d. **Theft** of **Your Equipment** that has been **Left Unattended** (other than when it is in a locked vehicle or premises).

3. General exclusions applying to ALL sections of this policy

**We** shall not be liable in respect of:

- a. Any lost or misplaced **Equipment**.
- b. Any claim as a result of mechanical breakdown, hardware failure or software failure.
- c. Any item not stated on the **Evidence of Cover**.
- d. Any **Equipment** not supplied to **You** as part of **Your** Disabled Students Allowance.
- e. 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.
- f. Costs recoverable from any party, including **You**, under the terms of any guarantee or warranty (or which would be recoverable but for the act or omission by **You**).
- g. Any reduced performance or efficiency of the **Equipment**.
- h. Any costs incurred either by or in the process of installing the **Equipment** or in subsequently relocating it.
- i. Any associated charges levied by any provider to **You**.

- j. Repairs and maintenance carried out by anyone other than a **Repairer** nominated by **Specialty Risks** and accepted by **Us**.
- k. Any replacement carried out by anyone other than a **Supplier** nominated by **Specialty Risks** and accepted by **Us**.
- l. Any costs relating to software not provided with **Your Equipment**.
- m. Any costs incurred where it is found that the **Equipment** is functioning normally or where no fault or damage is found, and the **Equipment** has not suffered **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage** or **Theft**.
- n. **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage** or **Theft** caused by negligence, abuse or misuse in respect of the **Equipment** including but not limited to:
  - i. Failure to use or site the **Equipment** in accordance with manufacturer's instructions and failure to follow maintenance recommendations;
  - ii. The use of accessories or **Equipment** not approved by the manufacturer or application of incorrect electrical supply;
  - iii. Faulty software or programming or electrical power surge or fluctuation.
- o. The cost of remedying or making good solely due to:
  - i. **Wear and Tear**, gradual deterioration or oxidisation;
  - ii. Gradually developing defects, cracks, flaws or fractures;
  - iii. Scratching or chipping of any surfaces or **Cosmetic Damage**.
- p. The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- q. **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage** or **Theft** directly or indirectly caused by or contributed to or arising from:
  - 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.
- r. Loss of or damage to data carrying material.
- s. This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer Virus** or similar mechanism or because of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from.
- t. External data carrying materials and any computer program or data information recorded thereon unless stated above.
- u. The costs of rectifying programming errors or design defects in software.
- v. Any expenditure in consequence of the use by **You** of software in respect of which development has not been finalised or which has not passed all testing procedures, or which has not been successfully proven.



- w. Any expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer media.
- x. The value to **You** of data stored on the **Equipment**.

## General conditions

### 1. Specific conditions applying to **Theft** cover

The **Theft** of the **Equipment** must be reported by **You** as soon as is practicable and in any event within 45 days to the **Claims Office**.

**You** must, as soon as is practicable, and in any case within 72 hours of discovering the **Theft**, report the occurrence to the Police or other relevant local authority and obtain an incident report number or crime reference number.

If the **Equipment** is subsequently retrieved or returned it will become **Our** property.

### 2. General conditions applying to ALL sections

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

- a. The **Repair Cost** shall be on the basis agreed between **Us** and the **Repairer**.
- b. The **Replacement Cost** shall be on the basis agreed between **Us** and the **Supplier**.
- c. **You** must take all reasonable steps to prevent **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage** to, or **Theft** of, the **Equipment**, including but not limited to:
  - i. Keeping the **Equipment** in a proper state of maintenance and repair;
  - ii. Storing the **Equipment** in a suitable, safe place when in and out of use;
  - iii. Using the **Equipment** in accordance with manufacturer's instructions and maintenance recommendations;
  - iv. Notifying any claim to the **Claims Office** either by telephone or at the address provided to **You** and submit a completed claim form to the **Claims Office** as soon as reasonably possible and in any event within 45 days;
  - v. Provide, at **Your** expense, all details that **We** may require concerning the cause and amount of the **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage** or **Theft**.

### 3. **Your** Duty of care

The cause of any warning light, text box or other warning indicator must be rectified as soon as possible following the indication. The **Equipment** must not be operated after any **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage** or **Malicious Damage** if this could cause further damage to **Equipment**.

#### 4. What **You** need to advise us of

The **Evidence of Cover** 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 Evidence of Cover**. **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 the policy knowing the claim to be false, or fraudulently exaggerated, in any respect; or
- b. Make a statement in support of a claim, knowing the statement to be false in any respect; or
- c. Submit a document in support of a claim, knowing the document to be forged or false in any respect; or
- d. Make a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance.

Then **We**:

- a. Will not pay the claim;
- b. Will not pay any other claim which has been made or will be made under the **Evidence of Cover**;
- c. Will declare the **Evidence of Cover** void from the time of the fraudulent act;
- d. Will be entitled to recover from **You** the costs of any claim already paid under the **Evidence of Cover**;
- e. Will not make any return of premium;
- f. Will inform the Police of the circumstances.

## Cancellation procedure

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

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

To cancel **Your Evidence of Cover** please notify **Us** at [admin@specialty-risks.com](mailto:admin@specialty-risks.com) or by writing to us at Specialty Risks Limited, 36 Central Avenue, Molesey, Surrey KT8 2QZ.

**We** may cancel this **Evidence of Cover** by sending 30 days' notice by recorded delivery to **You** at **Your** last known address.

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

## Claims conditions

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

If **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage** or **Theft** occurs **You** must report the claim according to the following procedure. All claims **MUST** be made as soon as reasonably possible and in any case within forty-five (45) days of an incident occurring.

1. Preventing further damage

In the event of **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage** or **Malicious Damage** the **You** must take precautions to prevent further damage to the computer equipment and must not operate the insured **Equipment** further if it would cause additional damage to do so.

2. Retain the **Equipment**

**You** must retain any damaged **Equipment** or **Components** and make these available for inspection to the **Repairer**. Failure to make the **Equipment** available to **Us** may void the claim.

3. Contact the **Claims Office**

**You** are responsible for contacting the **Claims Office** to submit a claim.

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

**You** can the **Claims Office**:

- a. Online at [www.specialty-risks.com/dsa-claims](http://www.specialty-risks.com/dsa-claims); or
- b. The claim notification telephone number is: 0333 100 0713 (local rate call); or
- c. You can email the Claims Office at [claims@specialty-risks.com](mailto:claims@specialty-risks.com)

For claims authorisation, **You** must:

- Confirm **Your Evidence of Cover** number and **Equipment** details;
- Confirm the cause **Accidental Damage, Fire Damage, Flood Damage, Liquid Damage, Malicious Damage** or **Theft**;
- For **Theft**, confirm the Incident Report Number or Crime Reference Number.

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

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

All claims are subject to the **Single Claim Limit**.

Should the **You** decide to give permission to a repairer, other than the **Repairer** appointed by **Speciality Risks**, to commence work without obtaining an authorisation number from the **Claims Office**, **We** reserve the right not to meet their claim because **You** have denied **Us Our** right under this policy to agree cover, inspect the **Equipment** and manage the **Repair Cost**.

Should **You** decide to give permission to a supplier, other than the **Supplier** appointed by **Speciality Risks**, to provide replacement **Equipment** without obtaining an authorisation number from the **Claims Office**, **We** reserve the right not to meet **Your** claim because the **You** have denied **Us Our** right under this policy manage the **Replacement Cost**.

#### 4. Use of an engineer

At notification of any claim, or following receipt of the estimate, the **Claims Office** reserves the right to:

- 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 authorised or carried out.

When this right is exercised, **We** shall have no liability for any loss to **You** arising from any possible delay. Any decision on liability will be withheld until this report is received.

#### 5. Damaged **Equipment**

**We** shall be entitled to take and keep possession of any damaged and replaced **Equipment** or **Components** and/or **Equipment** and to deal with them in a reasonable manner. No **Equipment** or **Components** may be abandoned to **Us**.

## 6. Repair Faults

If **You** are aware, or believe, that the repair carried out by the **Repairer** is not satisfactory **You** must advise the **Claims Office** as soon as is reasonably possible and **We** will provide **You** with an authorisation number.

**You** must not send any faulty **Equipment** back to the **Repairer** without an authorisation number from **Us**. If **You** do, **We** reserve the right to 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 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 100 0713 (local rate call)

FAO Managing Director, Specialty Risks, 36 Central Avenue, Molesey, Surrey KT8 2QZ

Please ensure that **You** quote **Your Evidence of Cover** 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](mailto:complaint.info@financial-ombudsman.org.uk)



## Financial compensation

**You** may be entitled to compensation from either the Financial Services Compensation Scheme (FSCS) if the Insurer cannot meet its liabilities under this policy. The level of compensation provided will depend on the circumstances of the claim. Further information is available from FSCS on 0207 892 7300.

## 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](http://www.amtrusteurope.com) or [www.specialty-risks.com](http://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.