

Student Protect

DSA Insurance Policy wording

Student Protect: DSA Insurance
DSASOEPOLV0101012018

The underwriter

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, PO Box 115, West Molesey KT8 8EQ. Registered in England No. 6751834 and is authorised and regulated by the Financial Conduct Authority, registration number 771865.

Understanding your policy

We will provide the insurance as stated in this 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 the policy.

This policy will only become effective when **We** have accepted **Your Application** and **We** have received either the premium payment in full, or where **We** have agreed during **Your Application You** may pay by instalment, We have received from **You** payment of the first instalment.

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

The policy should be read in conjunction with the **Policy Schedule**.

The policy schedule

This must be kept with the policy, and contains **Your** details, details of the **Equipment** and the **Period of Insurance**.

Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it does not, please contact **Specialty Risks**.

This policy is not transferable.

The law applicable to this policy

You and **We** are free to choose the laws applicable to the policy. As **We** are based in England, **We** propose to apply the laws of England and Wales and by receiving or purchasing this policy **You** have agreed to this.

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 **Damage** or **Theft** to the **Equipment**, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportions of **Indemnity** for such **Damage** or **Theft** to the **Equipment**.

Our liability under this certificate for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate premium due for that period as per the **Payment Schedule** agreed with **You** during **Your Application**.

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 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.
- 2. At no point during the **Period of Insurance** the **Equipment** will be older than 5 years.
- 3. At the point of applying for this insurance:
 - a. The **Equipment** is in full working order; and b. There is no visible damage to **Your Equipment**.
- 4. If required by **Us**, the **Equipment** has passed the health check service provided by **Your ATSP**.

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**:

Accidental Damage	Means any damage caused by a single external event which is sudden and unexpected and which is neither inevitable nor deliberate and makes the Equipment unusable.
ATSP	Means the Assistive Technology Service Provider (ATSP) who introduced you to Us .
Breakdown	Means the sudden and unforeseen failure of an insured Component arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function and makes the Equipment unusable.
Claims Office	Means Specialty Risks Limited , PO Box 115, West Molesey, Surrey, KT8 8EQ.
Components	Means any mechanical, electrical or electronic part, which forms part of the Equipment's original specification.
Computer Virus	Means a self-replicating program that spreads by inserting copies of itself into other executable code or documents, which is loaded onto Your Equipment without Your knowledge and runs against Your wishes.
Equipment	Means Your computer or electronic equipment plus accessories and as stated on the policy schedule.
Fire Damage	Means any permanent or irrecoverable damage caused to the Equipment by an ignition of flammable materials, which was accidental and unforeseen and makes the Equipment unusable.
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.

Definitions (continued)

Definitions (continued)

Theft	Means the dishonest removal of the
	Equipment from Your possession by a third
	party.
We/Us/Our	Means AmTrust Europe Ltd,
Wear and Tear	Means the gradual deterioration associated
	with normal use and age of the Equipment
	and its Components .
You/Your/Yourself	Means the individual named on the policy
	schedule.

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 or carried.

You are insured up to the Single Claim Limit.

Breakdown

If the **Equipment** suffers **Breakdown** 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 or carried.

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 or carried.

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

What is not covered

1. Specific exclusions applying to **Accidental Damage**, **Breakdown**, **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 or carried.
- b. Damage to the **Equipment** whilst left unattended on the floor.
- 2. Specific exclusions applying to **Breakdown** cover:

We shall not be liable in respect of:

- a. The cost of routine service, inspection or maintenance.
- b. The parts costs of manufacturer defined engineering replaceable consumables and limited life elements, including, but not limited to, internal batteries and rechargeable battery packs.
- c. The cost of rectifying maladjustment due to incorrect configuration setting of manual controls or programming errors.
- d. The repair cost or replacement cost of any materials, or **Components** for which the manufacturer is responsible under the terms of any guarantee or warranty or as the result of a manufacturers recall of the **Equipment**.
- e. Failure of manufacturer defined engineering replaceable consumables
- f. An claim resulting from an incorrect or abnormal electrical supply, defects in external wiring, cable or electrical connection not forming part of the original **Equipment**.
- 3. 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 all protections put into operation so that forced entry into the vehicle is required. 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** from any motor vehicle between 22.00 hours and 06.00 hours.

4. 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 whilst **Your Equipment** is on hire or loan to any third party not authorised by **Us** in advance.
- c. Any **Equipment** for which **You** cannot provide **Proof of Ownership**.
- d. Any **Equipment** not stated on the policy schedule.
- 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**.
- I. Any costs relating to software change.
- 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**, **Breakdown**, **Fire Damage**, **Flood Damage**, **Liquid Damage**, **Malicious Damage** or **Theft**.
- n. The cost of remedying or making good solely due to:
 - 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**.
- o. The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- p. Accidental Damage, Breakdown, 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.
- q. Loss of or damage to any data carrying materials.

- r. 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.
- s. External data carrying materials and any computer program or data information recorded thereon unless stated above.
- t. The costs of rectifying programming errors or design defects in software.
- u. 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.
- v. Any expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer media.
- w. The value to **You** of data stored on the **Equipment**.

General conditions

- 1. Specific conditions applying to **Theft** cover
 - a. 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**.
 - If the **Equipment** is subsequently retrieved or returned it will become **Our** property.
 - b. **You** must, as soon as is practicable, and in any case within 24 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.
- 2. General conditions applying to ALL sections

You must comply with the following instructions to have the full protection of this policy. If **You** do not comply with them, **We** may at **Our** option cancel this policy, 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. We do not accept responsibility for faults in workmanship or materials, or any consequential loss in repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any charges more than, or rejected as not being **Our** liability.
- d. 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;
 - The use of accessories or **Equipment** not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
 - v. 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;
 - vi. Provide, at **Your** expense, all details that **We** may require concerning the cause and amount of the **Accidental Damage**, **Breakdown**, **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**, **Breakdown**, **Fire Damage**, **Flood Damage**, **Liquid Damage** or **Malicious Damage** if this could cause further damage to **Equipment**.

4. Your duty of disclosure

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** 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 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 policy;
- c. Will declare the policy void;
- d. Will be entitled to recover from **You** the costs of any claim already paid under the policy;
- e. Will not make any return of premium;
- f. Will inform the Police of the circumstances.

Cancellation procedure

You may cancel the policy at any time by giving thirty (30) days notice in writing to Us.

You may cancel within the first fourteen (14) days of receipt of the policy documentation. Providing there has been no claim or incident likely to give rise to a claim, **We** will refund any premium paid to your finance provider.

If **You** cancel this policy after fourteen (14) days of receipt of the policy documentation, no premium refund will be given if a claim has been made. If no claim has been made and no claim is pending, **We** will provide a proportionate return of premium to **Your** finance provider.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so.

A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions.

Provided the premium has been paid in full **Your** finance provider will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Claims conditions

You must comply with the following instructions to have the full protection of this policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy, 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 ninety (90) days of an incident occurring.

1. Preventing further damage

In the event of Accidental Damage, Breakdown, 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 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 https://www.specialty-risks.com/dsa-claims; or
- b. The claim notification telephone number is: 0330 100 0712 (local rate call); or
- c. You can email the Claims Office at claims@specialty-risks.com

For claims authorisation, You must:

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

Authorisation of repairs or replacement will remain valid for 30 days. If no further communication is made during this period the authority will be rescinded and the claim rendered void.

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**.

If the **Equipment** is managed using **Mobile Device Management** software **You** must:

- a. Remove any passcode; and
- b. Remove the **Equipment** from any Mobile Device Management software that **You** have used; or
- c. Arrange for the **Equipment** to be removed from any Mobile Device Management software that a Third Party has provided **You**.

If **We** are unable to gain access to **Equipment We** reserve the right to ask **You** to remove any **Mobile Device Management** software as soon as is reasonably possible and may refuse to deal with **Your** claim, or reduce the amount of the claims payment.

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:

davidpearce@specialty-risks.com Specialty Risks, 36 Central Avenue, West Molesey, KT8 2QZ

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

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

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Telephone 0207 964 1000

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.