



Cochlear Implant Insurance

Policy Wording

Introduction

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 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 document, the **Policy Schedule** and any endorsements which may attach to the policy, together make up **Your** insurance policy and sets out clearly what is and what is not covered. Please read **Your** policy including the **Policy Schedule** and any endorsements that apply, very carefully. **Your** insurance policy should be kept in a safe place.

Wherever words appear in bold in this document, they will have the meanings shown under Definitions on Page 2

It is important that **You** comply with **Your** duties under the insurance policy. **We** have relied on the information **You** have given **Us**, **You** must take care when answering any questions **We** ask by ensuring the information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will cancel this insurance policy and decline any claim made using false or misleading information. If **We** establish that **You** were careless in providing **Us** with the information **We** have relied upon in accepting this insurance and setting its terms **We** may:

- Amend the terms of **Your** insurance right back to the start date by either charging **You** more for **Your** insurance or by changing what is covered or by reducing the amount **We** pay in certain claims (if **You** declined to pay any additional premium **We** asked for, all claims payments by **Us** would be reduced in the proportion to the premium **You** have paid bears to the premium **We** have requested); or
- Cancel **Your** insurance in accordance with the Cancellation Clause set out later in the policy.

Definitions

Wherever words appear in bold in this document, they will have the meanings shown below:

| | |
|------------------------------|---|
| Accidental Damage | Means any damage caused by a single external event which is sudden and unexpected and renders Your Cochlear Implant unusable. |
| Accidental Loss | Means that the Cochlear Implant has been inadvertently left by You in a location and You are permanently deprived of its use. |
| Claims Office | Means Specialty Risks Limited , 36 Central Avenue, West Molesey, Surrey, KT8 2QZ. Tel: 0333 323 7948. Email: claims@specialty-risks.com. |
| Cochlear Implant(s) | Means the sound processor, coil and cable (including ones whilst on loan to You) that stimulates the Cochlear to cause hearing as identified on Your Policy Schedule . |
| Cochlear Implant User | Means the person to whom the Cochlear Implant has been provided. |
| Components | Means any mechanical, electrical or electronic part, which forms part of the original specification of the Cochlear Implant insured under this policy. |
| 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 Cochlear Implant being used for its intended purpose. |
| Geographical Limits | Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and so long as the Cochlear Implant User has no intention of being anywhere other than these four areas for more than 90 days in total in any 12 month period, anywhere else in the world. |
| Loan Cochlear Implant | Means any Cochlear Implant provided to the Cochlear Implant User for a temporary period and for which the Cochlear Implant User is responsible. |
| Policy Period | Means the period of insurance defined on Your Policy Schedule that may be rolling monthly until cancelled by You or by Us . |
| Policy Schedule | Means the document that sets out the scope of this policy. |
| Malicious Act | Means an intentional or deliberate act by another party, not including a Cochlear Implant User , which is done with the aim of causing damage to Your Cochlear Implant . |

| | |
|------------------------|---|
| Replacement | Means the cost of a replacement Cochlear Implant or Components of similar make and quality. |
| Specialty Risks | Means Specialty Risks Limited, 36 Central Avenue, West Molesey, Surrey, KT8 2QZ. Tel: 0333 323 7950. Email: cochlear@specialty-risks.com |
| Supplier | Means the Cochlear Implant supplier providing replacement services authorised by Us . |
| Theft | Means the dishonest removal of the Cochlear Implant from Your possession by a third party with the intention of permanently depriving You of it. |
| We/Us/Our | Means AmTrust Europe Ltd. |
| You/Your | Means the policyholder as stated on the Policy Schedule . |

Your cover under this insurance

Accident or Malicious Act

If the **Cochlear Implant** suffers an **Accident** or **Malicious Act**, during the **Period of Insurance** We will cover **You** for:

1. The **Replacement Cost** of **Cochlear Implant**.

Accidental Loss or Theft

If the **Cochlear Implant** suffers **Accidental Loss** or **Theft** during the **Period of Insurance**, We will cover **You** for:

1. The **Replacement Cost** of **Cochlear Implant**.

Our limit of liability

Our liability in respect of any one claim, will be limited to the **Replacement Cost** of **Cochlear Implant** being claimed for.

Automatic reinstatement of cover

Following a valid claim **We** will automatically reinstate the policy for **Your** replacement **Cochlear Implant**.

What is not covered

1. Specific exclusions applying to **Accident** or **Malicious Act** cover.

We shall not be liable in respect of:

- a. Damage to **Cochlear Implant** that is not suitably stored, packed or protected whilst being transported.
- b. Damage to the **Cochlear Implant** whilst on hire or loan to any third party.
- c. Damage caused by any deliberate or wilful act by **You**.

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

We shall not be liable in respect of:

- a. **Theft** of **Your Cochlear Implant** while kept in an unattended motor vehicle unless the vehicle is locked, the **Cochlear Implant** is placed out of sight and all protections put into operation so that forced entry into the vehicle is required. A photograph of such damage will be required in order for the claim to be processed and a copy of the vehicle repairer's invoice for the repair of such damage must be submitted to the **Claims Office** within 30 days of any claim. Otherwise **You** will be asked to return any payment made by **Us** in settlement of a such claim.
- b. **Theft** of **Your Cochlear Implant** from any motor vehicle between 22:00 and 06:00 hours.
- c. **Theft** of the **Cochlear Implant** whilst on hire or loan to any third party.
- d. Any **Theft** where the circumstances of the **Theft** cannot be clearly identified. This means **You** must be able to confirm the time and place of the **Theft**.

3. Specific exclusions applying to **Accidental Loss** cover:

We shall not be liable in respect of:

- a. Any **Accidental Loss** where the circumstances of the **Accidental Loss** cannot be clearly identified. This means **You** must be able to confirm the time and place of the **Accidental Loss**.

4. General exclusions applying to ALL sections of this policy

We shall not be liable in respect of:

- a. **We** will not be held liable, or responsible, for any injury or death resulting from **Cochlear Implant** provided to **You** by the **Supplier**. It is **Your** responsibility to ensure that the **Cochlear Implant** supplied to **You** meets **Your** clinical needs.
- b. Any claim as a result of mechanical breakdown, hardware failure or software failure.
- c. Loss of use of **Cochlear Implant** or any other costs that are caused by the event which led to the claim, unless specifically stated in this policy document.
- d. 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**).
- e. Any reduced performance or efficiency of the **Cochlear Implant**.
- f. Any costs incurred either by or in the process of installing the **Cochlear Implant** or in subsequently relocating it.
- g. Any associated charges levied by any provider to **You**.

- h. Any replacement carried out by anyone other than a **Supplier** nominated by **Specialty Risks** and accepted by **Us**.
- i. Any costs relating to software not provided with **Your Cochlear Implant**.
- j. Any costs incurred where it is found that the **Cochlear Implant** is functioning normally or where no fault or damage is found.
- k. **Accident, Accidental Loss, Malicious Act or Theft** caused by negligence, abuse or misuse in respect of the **Cochlear Implant** including but not limited to:
 - i. Failure to use or site the **Cochlear Implant** in accordance with manufacturer's clinical advice or instructions and failure to follow maintenance recommendations;
 - ii. The use of accessories or **Cochlear Implant** not approved by the manufacturer or application of incorrect electrical supply;
 - iii. Faulty software or programming or electrical power surge or fluctuation.
- l. Wear and tear or **Cosmetic Damage**.
- m. The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- n. Loss of or damage to data carrying material.
- o. This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer Virus** or similar mechanism.
- p. External data carrying materials and any computer program or data information recorded thereon unless stated above.
- q. The costs of rectifying programming errors or design defects in software.
- r. 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.
- s. The value to **You** of data stored on the **Cochlear Implant**.

General terms and conditions of this insurance

Claims

We expect **You** to look after **Your Cochlear Implant** just as carefully as if **You** had no insurance.

Any act or failure on **Your** part that leads to (or increases the cost of) a claim may be taken into account when **We** decide how much to pay in settlement of that claim and in such circumstances **Our** settlement may be less than **You** would have received otherwise.

If **You** commit a fraud in relation to claim, then;

- **We** will have no liability to pay the fraudulent claim and shall be entitled to recover any payments which have been made in respect of the fraudulent claim; and
- **We** will be entitled to refuse all claims after that fraud; and
- **We** will have the right to treat the policy as being terminated at the time of the fraudulent act, and **We** may exercise this right as soon as the fraud is discovered, whether or not the policy has expired before the discovery of the fraud. If **We** exercise this right, **We** will not be liable to pay claims in respect of losses after the fraudulent act. **We** need not return any premiums to **You** which have been paid before the right is exercised; although
- **We** will remain liable for legitimate losses before the fraud.

How to make a claim

You must comply with the following to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim.

If **You** believe a claim has occurred or there is a potential claim under this policy, please help **Us** by reporting **Your** claim according to the following procedure.

Please quote your Policy Number in all correspondence

- Online at specialty-risks.com/cochlear-claims
- By telephone on 0333 323 7950 (local rate call)
- By email to claims@specialty-risks.com
- By post to Specialty Risks Limited, 36 Central Avenue, West Molesey, Surrey, KT8 2QZ

All claims must be made as soon as possible upon discovery. Please report any incident of **Accidental Loss** or **Theft** immediately to the Police or other relevant authority and obtain an incident report number or crime reference number.

We will be unable to authorise your claim unless the following information is provided:

- **Your** policy number
- **Your Cochlear Implant** serial number;
- Full Details of how the **Accidental Damage, Accidental Loss, Malicious Damage** or **Theft** occurred;
- For **Accidental Loss** and **Theft**, the incident report number or crime reference number.

If the claim is agreed the **Claims Office** will give authorisation to the **Supplier** to provide a replacement.

You should not arrange for a replacement **Cochlear Implant** or for any additional expenditure, without obtaining authorisation from the **Claims Office**.

We shall be entitled to take and keep possession of any damaged and recovered **Cochlear Implant**.

Any payment **made under the terms of this policy** for the **Replacement of Your Cochlear Implant** shall constitute full and final settlement of that claim.

Telling us about a change

You must tell **Us** immediately about any change in the information given to **Us** as part of the process of obtaining this insurance. If **You** do not, **Your** insurance may not be valid or may not cover **You** fully. When **We** receive this notice **We** have the option to change the conditions of the insurance.

Other insurance

If at the time of a valid claim under this policy there is another insurance policy in force which covers **You** for the same loss, **We** may seek a recovery of some or all of **Our** costs from the other insurer. **You** must give **Us** any help **We** may need to assist **Us** with **Our** loss recoveries. In the event of a claim **You** may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to **Your Cochlear Implant**, including but not limited to your household insurance.

General exclusions applying to the whole policy

This policy is subject to the following exclusion clauses:

Radioactive contamination and nuclear assemblies

We will not pay 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:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.

War and civil war clause

We will not pay for loss or destruction of, or damage occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority.

Contamination and pollution

This policy does not cover any loss or damage due to pollution or contamination regardless of where or when it occurs and regardless of whether such loss or damage was caused by any peril hereby insured against.

Terrorism exclusion

We will not pay 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 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.

We will not pay 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.

Important information

Cooling off period

You may cancel this insurance contract provided **You** have not made a claim and **Specialty Risks** receives confirmation of cancellation by telephone, email or post within 14 days of the policy start date or the date **You** receive the full policy documentation.

Cancellation clause

You may cancel this policy at any time by contacting **Specialty Risks**, please quote your policy number:

- Telephone on 0333 323 7950 (local rate call)
- Email to cochlear@specialty-risks.com
- Post to Specialty Risks Limited, 36 Central Avenue, West Molesey, Surrey, KT8 2QZ

When the policy is cancelled **You** will be due a return premium with a deduction for any time for which **You** have been covered. If **You** pay monthly for **Your** policy, when **You** cancel **Your** policy it will expire on the next monthly renewal date

If a claim has been made by **You** since the last anniversary date of commencement there will be no return of premium.

We may cancel this policy by giving **You** 30 days notice in writing. **We** will only do this for a valid reason (some examples of which are as follows):

- Non-payment of a premium.
- A material failure by **You** to exercise the duty of care regarding **Your** property as required by the paragraph headed Claims on Page 5 of this document.
- A change in risk occurring which means that **We** can no longer provide **You** with the insurance cover.
- Non-cooperation or failure to supply any information or documentation **We** request.
- Threatening or abusive behaviour or the use of threatening or abusive language by **You**.

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

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:

By email: managingdirector@specialty-risks.com

By telephone: 0333 323 7950 (local rate call)

In writing: FAO Managing Director, 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 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

Financial Services Compensation Scheme

Your Insurer is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **Your** Insurer cannot meet their obligations, depending on the type of insurance and the circumstances of **Your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street London, EC3A 7QU.

Law applicable

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law and that the English courts alone shall have jurisdiction in any dispute arising hereunder.

Sanctions limitation and exclusions clause

We shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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 or 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.