



Insulin Pump Insurance

Policy Wording

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INTRODUCTION

Wherever words appear in bold in this document, they will have the meanings shown under **DEFINITIONS** on Page 10.

Your policy has been arranged by Burnett & Associates Ltd ("**Burnetts**") of Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire, PO1 2RX in accordance with the authorisation granted to them under Contract No. B085617N1674 with Certain Underwriters at Lloyds of London. In return for having accepted **Your** premium, **We** will insure **You**, always subject to the terms and conditions of **Your** insurance policy against loss of, or damage to, certain property as set out in **Your** policy.

This document, the certificate of insurance 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 certificate of insurance and any endorsements that apply, very carefully. **Your** insurance policy should be kept in a safe place. It is important that **You** comply with **Your** duties under the insurance policy.

In deciding to accept this insurance and in setting out the terms and premium, **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 treat this insurance as if it never existed and decline all claims.

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:

- Treat this insurance as if it never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- 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 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.

We or **Burnetts** will write to **You** if **We**:

- Intend to treat this insurance as if it never existed; or
- Need to amend the terms of **Your** insurance; or
- Require **You** to pay more for **Your** insurance.

The written authority (which number is shown in the certificate of insurance) allows **Us** to sign and issue this policy on behalf of Certain Underwriters at Lloyd's of London according to a contract bearing the Unique Reference Market Number B085617N1674, which may be seen upon request.

Signed on behalf of the insurer by



Ms Lorraine Higham, Managing Director, Burnett & Associates Ltd

IMPORTANT INFORMATION

COOLING OFF PERIOD

You may cancel this insurance contract provided **You** have not made a claim and **Burnetts** receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date **You** receive the full policy documentation. **We** will refund any premiums paid if no claims have been made by **You**.

CANCELLATION CLAUSE

You can cancel this policy at any time by communicating **Your** request to **Burnetts**. This can be done by post, by email to insulinpumps@burnett.co.uk, or by telephone on 0333 999 7901 (local rate call). If the policy is cancelled **You** will be due a return premium with a deduction for any time for which **You** have been covered. If a claim has been made by **You** since the last anniversary date of commencement there will be no return of premium.

We can 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.

If **You** pay **Your** premium in monthly amounts, **We** will give **You** 90 days notice in writing if **We** wish to change the terms or discontinue the policy.

COMPLAINTS PROCEDURE

If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should in the first instance contact **Burnetts** who arranged this insurance on **Your** behalf, using the same contact details shown within the **CANCELLATION CLAUSE**.

Should **You** remain dissatisfied with the response that **You** receive from **Us**, **You** may if **You** wish, refer **Your** complaint to Lloyd's. Lloyd's will investigate the matter and provide a final response. Lloyd's contact details are as follows:

Complaints
Market Services
Lloyd's
One Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.Lloyds.com/complaints

IMPORTANT INFORMATION (CONTINUED)

COMPLAINTS PROCEDURE (CONTINUED)

Ultimately, should **You** remain dissatisfied with Lloyd's final response, **You** may, if eligible, refer **Your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financialombudsman.org.uk
Telephone: +44 (0)300 123 9 123
Website: www.financial-ombudsman.org.uk

COMPENSATION FOR DEFAULT

Lloyds insurers are covered by the Financial Services Authority Compensation Scheme. **You** may be entitled to compensation from the scheme if a Lloyd's insurer is unable to meet its obligations to **You** under this Contract.

If **You** were entitled to compensation under this scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about this scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU and on their website: www.fscs.org.uk.

DATA PROTECTION

You should understand that any information **You** have provided, will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1988, for the purposes of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

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 LIMITATIONS AND EXCLUSION CLAUSE

We shall not be liable to pay any claim or provide any benefit hereunder 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.

IMPORTANT INFORMATION (CONTINUED)

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT CLAUSE

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a Third Party which exists or is available apart from the Act.

GENERAL TERMS AND CONDITIONS OF THIS INSURANCE

CLAIMS

We expect **You** to look after **Your Equipment** just as carefully as if **You** had no insurance, and to carry out all reasonable measures to prevent and to minimise damage to **Your Equipment**. Any act or failure on **Your** part that leads to (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;

- a) **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
- b) **We** will be entitled to refuse all claims after that fraud; and
- c) **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
- d) **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. In the first instance please contact the **Claims Office** either:

- By telephone on 0333 999 7901
- By email to claims@burnett.co.uk
- By fax on 0333 999 7904

All claims must be made as soon as reasonably possible upon discovery of **Accidental Damage, Accidental Loss, Malicious Damage or Theft**. **You** must as soon as practicable, and in any case within 24 hours of discovering any **Accidental Loss or Theft**, report the occurrence to the Police or other relevant authority and obtain an incident report number or crime reference number.

For claims authorisation **You** must provide **Us** with:

- **Your** policy number and **Your Equipment** serial number;
- 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 covered by the policy, authorisation will be given to carry out the replacement to the **Equipment** manufacturer by the **Claims Office** by email, telephone or post.

Before **Your Equipment** is replaced, **You** are responsible for ensuring that **You** have received authorisation from the **Claims Office**. **We** will supply **You** with a claim form that **We** will require **You** to complete and return to **Us** via email or post.

GENERAL TERMS AND CONDITIONS OF THIS INSURANCE (CONTINUED)

HOW TO MAKE A CLAIM (CONTINUED)

A claims authorisation will remain valid for 30 days. If no further communication is made during this period the authority will be rescinded and the claim rendered invalid.

Should **You** decide to to arrange for replacement **Equipment** or for any additional expenditure, without obtaining authorisation from the **Claims Office**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us** our right under this policy to agree cover, inspect **Your Equipment** and manage costs prior to costs being incurred.

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

If a claim is accepted by **Us** under this policy, payment by **Us** of the **Replacement Cost** of **Your Equipment** shall constitute full 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.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its regulations.

OTHER INSURANCE CLAUSE

We will not pay any claim for any loss, damage or liability covered under this insurance which is also covered wholly or in part under any other insurance except in respect of any amount beyond that which would have been covered under other such insurance had this insurance not been affected.

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:

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) 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.

ELECTRONIC DATA EXCLUSION CLAUSE

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:

- Computer viruses, erasure or corruption of electronic data;
- The failure of any equipment to correctly recognise the date or change of date;

For the purpose of this exclusion, “computer virus” means a corruption instruction from an unauthorised Source that propagates itself via a computer system or network.

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.

COVERAGE DETAILS

Subject to all of the rules, conditions and limitations set out above, this policy provides the following protection:

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Your Replacement Cost arising from loss or damage to Your Equipment occurring during the Policy Period and within the Geographical Limits of the policy as a result of any:</p>	<p>Your Replacement Cost arising from:</p>
<p>Accident</p>	<p>Accidental Loss or Damage to Equipment that is not suitably stored or packed whilst in transit or whilst being carried.</p> <p>Accidental Loss or Damage to the Equipment whilst on hire or on loan to any third party other than any Equipment User unless agreed in writing by Us.</p> <p>Accidental Loss or Damage to the Equipment in the form of wear and tear, gradual deterioration or rust, gradually developing defects, cracks, flaws or fractures or scratching or chipping of painted or polished surfaces.</p> <p>Accidental Loss or Damage to the Equipment caused by the deliberate or wilful act of any Equipment User.</p> <p>Accidental Loss or Damage caused by use of the Equipment by any Equipment User for anything other than its intended purpose.</p> <p>Any Accidental Loss or Damage where the circumstances of the Accidental Loss or Damage cannot be clearly identified i.e. You are unable to confirm the time and the place of the damage or loss.</p>
<p>Malicious Act</p>	<p>Any Malicious Act committed by You or the Equipment User.</p>

COVERAGE DETAILS (CONTINUED)

Subject to all of the rules, conditions and limitations set out above, this policy provides the following protection:

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Theft</p>	<p>Theft of Your Equipment while 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 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 any claim made otherwise You will be asked to return any payment made by Us in settlement of a such claim.</p> <p>Theft or Accidental Loss of Your Equipment from any motor vehicle between 22:00 and 06:00 hours.</p> <p>Theft of Your Equipment whilst on hire or loan to any person who is not an Equipment User unless agreed in writing, in advance, with Us.</p> <p>Theft of Your Equipment where the circumstances of the Theft cannot be clearly identified i.e. where You are not able to confirm the time and place of the Theft.</p>

WHAT WE WILL PAY IN RESPECT OF A VALID CLAIM	WHAT WE WILL NOT PAY IN RESPECT OF A VALID CLAIM
<p>The Replacement Cost of Your lost or damaged Equipment or Component(s) covered by this policy.</p> <p>Confirmation will be given to an equipment manufacturer by the Claims Office via email, telephone or post that the We have consented to pay for the replacement of Your Equipment and for the courier costs and, subsequently payment, for the replacement equipment will be made directly by Us to the manufacturer.</p>	<p>The replacement cost of any item not included on Your certificate of insurance.</p> <p>The replacement cost of any additional equipment or accessories including but not limited to carrying cases and battery charges (other than those supplied as original equipment with Your Equipment, and identified from Your certificate of insurance or additional Equipment as identified on Your certificate of insurance).</p>

DEFINITIONS

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

Accident	Means a) any event not within control of You or the Equipment User , including fire and liquid ingress but excluding Theft which causes damage rendering Your Equipment unusable, and b) an act committed by You or the Equipment User which has the unintended consequence of damaging Your Equipment and rendering Your Equipment unusable.
Accidental Loss	Means that the Equipment has been inadvertently left by You in a location and You are permanently deprived of its use.
Burnetts	Means Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire, PO1 2RX who are authorised and regulated by the Financial Conduct Authority under registration number 305511 and through whom this insurance has been arranged.
Claims Office	Means Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire, PO1 2RX. Tel: 0333 999 7902. Email: claims@burnett.co.uk . Fax: 0333 999 7904.
Components	Means any mechanical, electrical and 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 Equipment User .
Equipment	Means an Insulin Pump , Continuous Glucose Monitor or Loan Pump plus accessories supplied to You with the Insulin Pump , Continuous Glucose Monitor or Loan Pump all as identified on Your certificate of insurance.
Equipment User	Means the person to whom the Equipment has been provided.
Geographical Limits	Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and so long as the Equipment 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.
Insulin Pump	Means an external battery powered device that injects insulin into the body of the Equipment User at a programmed rate to control diabetes.
Loan Pump	Means an Insulin Pump supplied to You as a temporary, additional or replacement unit for Your Equipment .
Policy Period	That period defined in Your certificate of insurance .
Malicious Act	Means an intentional or deliberate act by another party, not including an Equipment User , which is done with the aim of causing damage to Your Equipment .
Replacement Cost	Means the cost of replacement Equipment or Components of similar make and quality with the Equipment or Components of similar specification and quality.
Theft	Means the dishonest removal of the Equipment from Your possession by a third party with the intention of permanently depriving You of it.
We/Us/Our	Means certain underwriters at Lloyd's of London.
You/Your	Means the policyholder as stated on the certificate of insurance