

# My Insulin Pump

## Policy wording

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## Introduction

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

## About your insurance

### This policy has been arranged by:

CoverMe4 who are a trading name of Burnett & Associates Ltd (“Burnetts”) a company incorporated in England and Wales, company number 01472537, whose registered office is, 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3FQ. Burnett & Associates Ltd is authorised by and regulated by the Financial Conduct Authority, registration number 305511.

### This policy is underwritten by:

S A Meacock and Company Limited incorporated in in England and Wales, company number 3251910, whose registered office is; Hasilwood House, 60 Bishopgate, London, EC2N 4AW, a managing agent of Syndicate 727 at Lloyd’s. S A Meacock and Company Limited is authorised and regulated by the Prudential Regulation Authority and Financial Conduct Authority registration number 204959.

### This policy is administered by:

Burnett & Associates Ltd (“Burnetts”) a company incorporated in England and Wales, company number 01472537, whose registered office is, 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3FQ. Burnett & Associates Ltd is authorised by and regulated by the Financial Conduct Authority, registration number 305511.

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, CoverMe4 have relied on the information **You** have provided to CoverMe4. **You** must take care when answering any questions asked by CoverMe4 by ensuring the information provided is accurate and complete.

If it is established that **You** were careless in providing CoverMe4 with the information CoverMe4 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 premium **You** have paid compared to the premium **We** have requested); or

- Cancel **Your** insurance in accordance with the Cancellation Clause set out later in the policy.

**We** or the **Administrator** 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.

## Definitions

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

<b>Accident</b>	Means a) any event not within control of <b>You</b> or the <b>Equipment User</b> , including fire and liquid ingress but excluding <b>Theft</b> which causes damage rendering the <b>Equipment</b> unusable, and b) an act committed by <b>You</b> or the <b>Equipment User</b> which has the unintended consequence of damaging the <b>Equipment</b> and rendering the <b>Equipment</b> unusable.
<b>Accidental Loss</b>	Means that the <b>Equipment</b> has been inadvertently left in a location and <b>You</b> or the <b>Equipment User</b> are permanently deprived of its use.
<b>Accidental Damage</b>	Means any damage, including damage caused by fire and/or liquid damage, caused to the <b>Equipment</b> which was not deliberately caused by <b>You</b> or the <b>Equipment User</b> or any other person.
<b>Administrator</b>	Means Burnett & Associates Ltd, 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3FQ. Tel: 0333 999 7904 Email: myinsulinpump@CoverMe4.co.uk
<b>Components</b>	Means any mechanical, electrical and electronic part, which forms part of the original specification of the <b>Equipment</b> insured under this policy.
<b>Continuous Glucose Monitor</b>	Means a handheld monitoring device that uses wireless technology to collect glucose readings from a small sensor inserted under the skin of the <b>Equipment User</b> .

<b>Equipment</b>	Means an <b>Insulin Pump, Continuous Glucose Monitor or Loan Pump</b> plus accessories supplied to <b>You</b> or the <b>Equipment User</b> with the <b>Insulin Pump, Continuous Glucose Monitor or Loan Pump</b> all as identified on <b>Your</b> certificate of insurance.
<b>Equipment User</b>	Means the person to whom the <b>Equipment</b> has been provided.
<b>Geographical Limits</b>	Means the United Kingdom, excluding the Isle of Man and the Channel Islands, and so long as the <b>Equipment User</b> 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
<b>Insulin Pump</b>	Means an external battery powered device that injects insulin into the body of the <b>Equipment User</b> at a programmed rate to control diabetes
<b>Loan Pump</b>	Means an <b>Insulin Pump</b> supplied to <b>You</b> or the <b>Equipment User</b> as a temporary, additional or replacement unit.
<b>Policy Period</b>	That period defined in <b>Your</b> certificate of insurance.
<b>Malicious Act</b>	Means an intentional or deliberate act by another party, not including an <b>Equipment User</b> , which is done with the aim of causing damage to the <b>Equipment</b>
<b>Replacement Cost</b>	Means the cost of replacement <b>Equipment</b> or <b>Components</b> of similar make and quality with the <b>Equipment</b> or <b>Components</b> of similar specification and quality.
<b>Theft</b>	Means the dishonest removal of the <b>Equipment</b> by a third party with the intention of permanently depriving <b>You</b> or the <b>Equipment User</b> of it.
<b>We/Us/Our</b>	S A Meacock & Company Limited managing agent of Syndicate 727 at Lloyd's
<b>You/Your</b>	Means the policyholder as stated on the certificate of insurance

## Important Information

### Cooling off period

**You** may cancel this insurance contract provided **You** have not made a claim and the **Administrator** receives confirmation of cancellation by telephone, post 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 the **Administrator**. This can be done by post to Burnetts & Associates Ltd at 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ, by email to myinsulinpump@CoverMe4.co.uk, or by telephone on 0333 999 7904 (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 failure to exercise the duty of care regarding the **Equipment** as required by the paragraph headed Claims 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 requested by the **Administrator**.
- 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 the **Administrator** 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:

Lloyds Complaints  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

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

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

If **You** wish to complain about an insurance policy purchased online **You** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at the following address: <http://ec.europa.eu/consumers/odr>

## Compensation for default

Lloyd's 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](http://www.fscs.org.uk).

## Privacy and data protection notice

### Data protection:

S A Meacock & Company Limited the underwriter at Lloyd's of London and the **Administrator** are the Data Controllers and are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Act and General Data Protection Regulation. The defined term **We, Us, Our**, refers to both the **Administrator** and S A Meacock & Company Ltd for this Privacy And Data Protection Notice only.

For further information please refer to: <https://www.londonmarketgroup.co.uk/gdpr> for full details of the London Insurance Market Core Uses Information Notice, which explains how **Your** personal data is processed in respect of core activities through the insurance lifecycle. Please note that **We** do not control the LMG website and are not responsible for the London Insurance Market Core Uses Information Notice. In addition, please refer to <https://www.spbuk.com/imprint> to view the full Privacy Policy of the **Administrator**.

**How your personal data is used:**

**Your** personal data is held 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. **Your** data is also used to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

**Disclosure of your personal data:**

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

**Your rights:**

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

**Retention:**

**We** will keep **Your** personal data only for so long as is necessary and for the purpose for which it was originally collected, unless the **Administrator** or **We** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **You** have any questions concerning the use of **Your** personal data, please contact the Data Protection Officer at [compliance@spbuk.com](mailto:compliance@spbuk.com)

**You** should understand that any information **You** have provided, will be processed by the **Administrator**, in compliance with the provisions of the Data Protection Act and General Data Protection Regulation requirements, 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

The **Administrator** 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. 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

**You** or the **Equipment User** should look after the **Equipment** just as carefully as if there is no insurance, and carry out all reasonable measures to prevent and to minimise damage to the **Equipment**. Any act or failure on **Your** or the **Equipment User's** part that leads to (increases the cost of) a claim may be considered when **We** or the **Administrator** decides how much to pay in settlement of the claim and in such circumstances the 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:

If **You** need to make a claim under this policy, please notify the **Administrator** either:

- By telephone on 0333 999 7904
- By email to myinsulinpump@CoverMe4.co.uk
- By post to Burnetts & Associates Ltd at 3000 Lakeside, North Harbour, Western Road Portsmouth, PO6 3FQ

All claims must be made as soon as reasonably possible upon discovery of **Accidental Damage**, **Accidental Loss**, **Malicious Act** or **Theft**. **You** must as soon as reasonably possible 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 the **Administrator** with:

- **Your** policy number and the **Equipment** make and model;
- Details of how the **Accidental Damage**, **Accidental Loss**, **Malicious Act** 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 **Administrator** by email, telephone or post.

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

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

## Telling us about a change

**You** must tell the **Administrator** immediately about any change in the information provided 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.

## 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.

## 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.

## Cyber Clause

The criteria for determining which claims are payable under this insurance are as set out elsewhere in this certificate and these criteria will be used whether or not you consider that the event(s) which have led to any loss(es) are cyber-related.

## 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><b>Your Replacement Cost</b> arising from loss or damage to the <b>Equipment</b> occurring during the <b>Policy Period</b> and within the <b>Geographical Limits</b> of the policy as a result of any:</p>	<p><b>Your Replacement Cost</b> arising from:</p>
<p><b>Accident</b></p>	<p><b>Accidental Loss</b> or <b>Accidental Damage</b> to <b>Equipment</b> that is not stored in a protective case and securely packed whilst in transit or whilst being carried.</p> <p><b>Accidental Loss</b> or <b>Accidental Damage</b> to the <b>Equipment</b> whilst on hire or on loan to any third party other than any <b>Equipment User</b> unless agreed in writing, in advance, with the <b>Administrator</b>.</p> <p><b>Accidental Loss</b> or <b>Accidental Damage</b> to the <b>Equipment</b> 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><b>Accidental Loss</b> or <b>Accidental Damage</b> to the <b>Equipment</b> caused by the deliberate or wilful act of any <b>Equipment User</b>.</p> <p><b>Accidental Loss</b> or <b>Accidental Damage</b> caused by use of the <b>Equipment</b> by any <b>Equipment User</b> for anything other than its intended purpose.</p> <p>Any <b>Accidental Loss</b> or <b>Accidental Damage</b> where the circumstances of the <b>Accidental Loss</b> or <b>Accidental Damage</b> cannot be clearly identified i.e. <b>You</b> are unable to confirm the approximate time and the place of the <b>Accidental Damage</b> or loss.</p>
<p><b>Malicious Act</b></p>	<p>Any <b>Malicious Act</b> committed by <b>You</b> or the <b>Equipment User</b>.</p>

<p><b>Theft</b></p>	<p><b>Theft</b> of the <b>Equipment</b> while kept in an unattended motor vehicle unless the vehicle is locked, the <b>Equipment</b> 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 <b>Administrator</b> as soon as reasonably possible of any claim made otherwise <b>You</b> will be asked to return any payment made by <b>Us</b> in settlement of a such claim.</p> <p><b>Theft</b> or <b>Accidental Loss</b> of the <b>Equipment</b> from any motor vehicle between 22:00 and 06:00 hours.</p> <p><b>Theft</b> of the <b>Equipment</b> whilst on hire or loan to any person who is not an <b>Equipment User</b> unless agreed in writing, in advance, with the <b>Administrator</b></p> <p><b>Theft</b> of the <b>Equipment</b> where the circumstances of the <b>Theft</b> cannot be clearly identified i.e. where <b>You</b> are not able to confirm the approximate time and place of the <b>Theft</b>.</p>
<p>WHAT WE WILL PAY IN RESPECT OF A VALID CLAIM</p>	<p>WHAT WE WILL NOT PAY IN RESPECT OF A VALID CLAIM</p>
<p>The <b>Replacement Cost</b> of the lost or damaged <b>Equipment</b> or <b>Component(s)</b> covered by this policy. Confirmation will be given to an <b>Equipment</b> manufacturer by the <b>Administrator</b> via email, telephone or post that <b>We</b> have consented to pay for the replacement of the <b>Equipment</b>, courier costs and subsequent payment for the replacement <b>Equipment</b>.</p>	<p>The <b>Replacement Cost</b> of any item not included on <b>Your</b> certificate of insurance. The <b>Replacement Cost</b> of any additional <b>Equipment</b> or accessories including but not limited to carrying cases and battery charges (other than those supplied as original <b>Equipment</b> or additional <b>Equipment</b> as identified on <b>Your</b> certificate of insurance).</p>