



# YpsoPump® Contract Patient Initiation Form – mylife™ YpsoPump®

Agreement between YPSOMED Australia Pty Limited (ABN 98 611 300 693) of 602/20 Bungan St, Mona Vale, NSW, 2103 ("Ypsomed") and the Customer named in this Application ("Customer").

This Order Form includes Ypsomed's Terms and Conditions (attached) as varied and supplemented by the Special Conditions on page 4 of this Order Form (together "the Terms").

The Order Form and the Terms together form the entire agreement between Ypsomed and the Customer ("Agreement") relating to the Product(s) detailed in this Order Form.

**YpsoPump Purchase**

**GAP<sup>1</sup> Purchase** (Maximum of 12 months)

**Requested Pump fitting date**

**Expected PHI claim date**

**Term of GAP period of product**

Months

## Patient information

Surname

Given name(s)

Diagnosis

Type 1 diabetes

Type 2 diabetes

Gestational diabetes

Date of birth (DD/MM/YYYY)

Gender:

F

M

Other

Prefer not to say

## Patient mailing address

Address

Suburb

State

Postcode

Phone

Email

## Diabetes centre

Endocrinologist/Diabetes educator

Diabetes centre

Address

Suburb

State

Postcode



Health fund

Product price

Prosthesis Code

Price to be paid by (please tick):

\$6,994 ex GST

YA001

Private health insurance

Customer

IMPORTANT NOTE: If the private health insurance fund (as per details provided below) does not cover the Price payable to Ypsomed in accordance with this Agreement, the Customer must pay the Product Price as required by the Terms.

Does the patient have health insurance?

Yes

No

If "Yes":

Health fund

Health fund member number

Health fund submission (tick one box on each side)

Diabetes educator completed

Correct level of cover

OR

OR

Ypsomed to complete

Approval from health fund received

NOTE: if payment is not received from the customer's PHI fund for the product, the customer must pay the product price in full.

Letter of clinical need included

Yes

No

Credit card details\*

\*Only required for GAP Purchase, purchased pump orders are not required to complete this section.

Credit card details are required for guarantee purposes in accordance with clause 1(a)(iv)(C)(1) of the Special Conditions specified in this Order Form

The patient's credit card will only be charged in the event that their private health insurer does not approve the patient's claim. Once remittance is received from the insurer, the credit card details will be deleted.

For GAP Period pumps, credit card details will be kept on file for the duration of the GAP period.

Credit card type

Amex

Mastercard

Visa

Other

Credit card name

Credit card number

Expiry date (MM/YY)

CVV

NOTE: By providing Ypsomed with your credit card details in this order form and agreeing to pay the price set out in accordance with clause 1(a)(iv)(C)(1) and clause 6, you are authorising Ypsomed to charge that credit card without any further notice to the customer in the event of any circumstances set out in clause 1(a)(iv)(C)(1) and clause 6.

**Device details**

Pump status

Switching from other brand

New to pumps

Previous Pump (if relevant)

Health fund member number

Patient's preferred pharmacy

Suburb

State

**Infusion set type**

**Orbit Soft**

**Orbit Micro**

**Inset**

**Test Strips Price:** \$15 per 50 strips

**Available:** Order through Ypsomed directly on 1800 447 042 (Not on the NDSS)



**Special conditions**

1. The Order Form confirms the following shall apply:-
  - (a) until the Product is received in full by Ypsomed:
    - i. the Product will be provided to the Customer on a Trial basis;
    - ii. Ypsomed retains full title to the Product;
    - iii. all expenses for the use, operation, maintenance, safe keeping and storage of the Product are borne by the Customer;
    - iv. the Customer must:
      - A. use and hold the Product as bailee only;
      - B. inform Ypsomed immediately of any loss or damage caused to the Product or any other matter which could jeopardise or in any way affect Ypsomed's title to and interest in the Product as soon as practicable.
      - C. pay the Product Price to Ypsomed if:
        - 1) Ypsomed does not receive the Product within 7 days of the Trial end date; or
        - 2) if the Product is lost, damaged or destroyed prior to Ypsomed receiving payment in full of the Price.
    - v. the Customer must not:
      - D. allow a lien or any other security interest to be created over the Product;
      - E. place, or allow to be placed, on the Product any plates or marks that are inconsistent with the ownership of Ypsomed;
      - F. sell, dispose of or part with possession of the Product at any time; and/or
      - G. alter the Product in any way.
  - (b) payment of the Price must be made to Ypsomed on or before the expiration of the Term of the GAP Period as confirmed in the Order Form by:
    - i. the PHI fund; or
    - ii. the Customer in accordance with clause 1(a)(iv)(C)(1) and clause 6.
2. Clause 3.1 of the Terms is amended in accordance with this Order Form for delivery of the Product which is not paid for in full at the date of this Agreement.
3. The Customer must inform Ypsomed of any change to the Customer details provided in this Order Form. It is a regulatory requirement of the Therapeutic Goods Administration that all insulin pumps can be traced. By signing this Order Form the Customer acknowledges and agrees that the Customer is responsible for informing Ypsomed of any change to the Customer details and undertakes to do so, in writing, within 7 days of any change.
4. The Customer must:
  - (a) use the Product only for personal use and not otherwise and only for the purpose of which it was designed;
  - (b) ensure that the Product is operated in accordance with the manufacturer and/or Ypsomed's instructions, recommendations and Reasonable requirements;
  - (c) take proper care of the Product;
  - (d) comply with all laws relating to the Product and its possession, operation and use;
  - (e) provide Ypsomed valid credit card details, to cover the costs which may be payable in accordance with clause 1(a)(iv)(C)(1) of these Special Terms; and
  - (f) except to the extent directly caused or contributed to by Ypsomed's fraud, gross negligence or willful misconduct.
5. Full Title to the Product will pass to the Customer on the date that Ypsomed receives full payment of the Price from the PHI fund or the Customer, whichever is the earlier.
6. **GUARANTEE AND INDEMNITY:** In consideration of Ypsomed providing the Product to the Customer under the terms of this Agreement, the Customer:
  - (a) use the Product only for personal use and not otherwise and only for the purpose of which it was designed;
  - (b) indemnifies Ypsomed against any loss, liability, damage, claim, costs and expense of Ypsomed (including reasonable and properly incurred legal costs) which Ypsomed incurs arising out of or in connection to:
    - i. the Price not being recoverable from the Customer for any reason;
    - ii. any loss or damage to, or destruction of the Product, howsoever caused; and
    - iii. use of the Product by the Customer for any purpose other than in accordance with this Agreement,
    - iii. except to the extent directly caused or contributed to by Ypsomed's fraud, gross negligence or willful misconduct.
7. Any technical issues with any pump should be reported immediately to Ypsomed Customer Care on 1800 447 042. Support is available 24 hours a day, 365 days per year.
8. Ypsomed supplies the Product to you in accordance with our Warranty for the Product, which for the avoidance of doubt is a warranty of the Product for a term of the Trial.
9. Ypsomed are committed to protecting all patients' privacy and will only collect, use and store personal information provided by the Customer to Ypsomed for the purposes which it was collected, and always in accordance with our Privacy Policy which is available online at [www.mylife-diabetescare.com.au/data-privacy-policy.html](http://www.mylife-diabetescare.com.au/data-privacy-policy.html)
10. If there is a conflict or inconsistency between Ypsomed Terms and Conditions and the Special Conditions, the Special Conditions prevail.



**Patient (customer) declaration:**

By signing this Order Form, you agree you have read, understood and agree to be bound by the terms of the Agreement for the supply of the Product and warrant that the Products will be used for your own personal use.

Print name

Date (DD/MM/YYYY)

Customer signature

**Carer declaration:**

If the patient is under the age of 18, a parent or guardian must sign this form on their behalf.

If you are an adult signing this Agreement on behalf of a minor (anyone under the age of 18), please confirm your relationship with the minor:

Name of minor

Age of minor

Relationship to minor

Print name

Date (DD/MM/YYYY)

Carer signature

**Healthcare professional declaration:**

By signing this Order Form I hereby confirm that I, the Diabetes Educator for the above listed Customer/patient, have read, understood and agree to the Customer/patient being supplied with a Product on the terms of this Agreement.

Print name

Date (DD/MM/YYYY)

Healthcare professional signature

**This form may be e-mailed to [info@ypsomed.com.au](mailto:info@ypsomed.com.au) or [info@mylifediabetescare.com.au](mailto:info@mylifediabetescare.com.au) or faxed to 02 8039 3554. If you require further assistance, a support specialist on the help desk can assist you at 1800 447 042.**

1. GAP is an offering from Ypsomed Australia Pty Ltd that allows the patient to receive their pump prior to becoming eligible with the PHI. The full price of the pump becomes due at the point in time this agreement expires.