

## **Vetsure Pet Health Plan Terms and Conditions of Membership**

These Terms and Conditions alongside the information provided in the new membership notification you receive on activation of your Plan (“the **Terms**”) cover your use of the Pet Health Plan (“the **Plan**”). The Terms are between your veterinary practice as detailed in the new membership notification you receive on activation of your Plan (“**Your Vet**”) and you, the pet owner (“**you**” “**your**”).

### **Key points to note:**

- These Terms and Conditions are important and we strongly advise that you read through them carefully and keep them in a safe place, so that you can refer to them in the future. If you have any questions about these Terms and Conditions, please contact Vetsure PHP using the contact details at paragraph 15.
- In particular, please read the following paragraphs carefully: 2, 6, 7, 8 and 10.
- The Plan can only be used for the pet(s) named in the new membership notification you receive on activation of your Plan (“**Your Pet(s)**”).
- By agreeing to pay by Direct Debit, you accept these Terms and Conditions, including that you will still need to pay the arranged Direct Debit even if you do not use any of the eligible services or products in that particular month.
- The Plan does not start and will not be effective until the date that your Direct Debit is set up by Vetsure Pet Health Plan (“**Vetsure PHP**”). Any services provided to you prior to this date are not included within the Plan.
- If you choose to cancel the Plan within 14 days from when your Direct Debit is set up, you will need to pay to Your Vet the full, non-discounted value of any products and services received under the Plan before cancellation.

### *1. How does the Plan work?*

- You will pay a monthly amount, as set out in the new membership notification you receive on activation of your Plan, by direct debit to Your Vet and this direct debit will be collected from you and processed by Vetsure PHP on Your Vet's behalf. This amount will be used to pay for certain treatments and services provided by Your Vet.
- If Your Vet prescribes, and you choose to receive, one of these treatments or services, Your Vet will use the sums which you have paid by direct debit towards payment for the treatment and service.
- Please read paragraph 3 for more details on the treatments and services which you are eligible for under the Plan.

- The Plan is an ongoing monthly contract that is automatically renewed by Vetsure PHP on the monthly anniversary of the date that your Direct Debit is set up. Please see paragraph 9 for guidance on how to terminate the Plan.

2. *What is Vetsure PHP's role?*

- TVIS Ltd t/a Vetsure Pet Health Plan with company number 06820979 and registered address 1<sup>st</sup> Floor Helios Court, 1 Bishop Square, Hatfield, AL10 9NE (“**Vetsure PHP**”) provides administrative services to support your use of the Plan for and on behalf of Your Vet. This includes collecting and passing your Direct Debit payments onto Your Vet and providing to You a reference number for the Plan. Vetsure PHP will also answer any questions you may have about the administration of the Plan.
- Vetsure PHP is not responsible or liable for, and has no control over, the provision or quality of any treatment or veterinary services to Your Pet(s). The provision and quality of any treatment or veterinary service is entirely the responsibility of Your Vet. If you have any questions about the service or treatment provided by Your Vet, please contact Your Vet.
- Vetsure PHP also has no obligation to pay Your Vet's fees and will not be responsible if any amounts which you owe to Your Vet are not received by Your Vet.

3. *What services and products are Your Pet(s) entitled to?*

The monthly amount which you pay entitles Your Pet(s) to receive the specified routine preventative healthcare, services and products described in the new membership notification you receive from Vetsure PHP on activation of your Plan (“**Treatments**”).

- Your Vet will provide their recommended preventative healthcare services, and prescribe their recommended products, to provide the Treatments included under the Plan and that Your Vet deems suitable for Your Pet(s). You can however ask for Your Pet(s) to receive a particular service or treatment that is different to the usual treatment or product prescribed by Your Vet, however you may need to pay for this service or product outside of the Plan.
- The Treatments will only fall under the Plan if they are prescribed by Your Vet after your Direct Debit has been set up.
- You and Your Vet can agree on additional healthcare services and treatments which are not included in Your Plan but these will be subject to an additional charge which you will need to pay to Your Vet separately.

4. *If I have more than one pet, are all of my pets covered by the Plan?*

The Plan entitles Your Pet(s) (i.e. the pet(s) named in the new membership notification you receive from Vetsure PHP on activation of your Plan) to receive Treatments only. The Plan is personal to Your Pet(s) and is non-transferable between any other pets not listed in the new membership notification. If you have more pets than those listed in your new membership notification we have sent you, you will need to contact us to add the additional pets.

- Products prescribed by Your Vet must be used in accordance with Your Vet's instructions and must not be used on any pet other than Your Pet. If Your Pet is sensitive or allergic to the products prescribed under Your Plan, substitute products may be available, which may result in an additional charge. Please discuss Your Pet's clinical requirements with Your Vet.

5. *Can I use the Plan with any other vet or veterinary practice?*

- No, unfortunately not. The Plan is specific to the vet or veterinary practice set out in your Pet Health Plan Membership Application Form.
- If you choose for Your Pet(s) to receive any Treatments provided by any other vet or veterinary practice, these Treatments will not be covered by the Plan and you will need to pay for them in full. Similarly if you choose to change vets, you cannot transfer the Plan to your new vet and you will need to cancel the Plan.

6. *What do I need to pay for the Plan?*

- To sign up to the Plan, you will need to pay (i) a single one-off set-up fee (as set out in the new membership notification you receive on activation of your Plan) and (ii) the monthly Direct Debit installments.
- The ongoing monthly payments are taken by Direct Debit and administered by Vetsure PHP for and on behalf of Your Vet. The one-off set-up fee will be taken at the same time that you pay your first Direct Debit installment for the Plan.
- Your first Direct Debit will be taken at, or around, 14 days after starting the Plan and thereafter on a monthly basis. If you would like to change the day of payment you may do so by contacting Vetsure PHP by telephone (0800 050 2022) or by email (healthplans@vetsure.com). You will not be charged to change your due date for collection.
- You will receive a new membership notification from Vetsure PHP to confirm that the Direct Debit has been set up and the date set for your monthly payments. If you change your date of payment, you will receive a notification confirming your new date of payment.
- You will still need to pay the arranged Direct Debit amount even if you do not use any of the eligible Treatments in that particular month.

- You must pay the Direct Debit payments until the Plan is terminated in accordance with paragraphs 7, 9 or 10.

Vetsure PHP will not refund any fees paid or payable by you except for administrative error (in our reasonable opinion).

- If Your Pet passes away, Vetsure PHP will not deduct any further Direct Debits from you once you have notified Vetsure PHP that Your Pet has passed away.

#### *7. What happens if I fail to pay the Direct Debit?*

- If you do not pay your Direct Debit installments Vetsure PHP reserve the right to terminate Your Plan on behalf of Your Vet in accordance with paragraphs 7 and 10.
- Vetsure PHP will attempt to collect your Direct Debit installments on the agreed date. If the first attempt at collecting an installment is not successful for any reason, Vetsure PHP will inform you and will attempt to collect the payment from you via Debit or Credit card within 7 days.
- If we are unable to collect your monthly payment within 7 days we will cancel the Plan and your Direct Debit payment plan on behalf of Your Vet.

#### *8. Will the monthly Direct Debit amount change?*

- Vetsure PHP may change your monthly Direct Debit amount by giving you at least one month's notice in writing.
- Your monthly Direct Debit amount can also change if Your Pet is a dog and your dog's weight changes. If your dog's weight becomes higher or lower than the 'Adult Weight Range' as set out in your Pet Health Plan Application Form or as you instructed us when you joined the Plan, you must inform Vetsure PHP immediately and your monthly fee will be increased or decreased accordingly.
- Your Vet can also let Vetsure PHP know if Your Vet feels that your dog has become a weight outside of the typical 'Adult Weight Range' for that breed, as set out in your Pet Health Plan Application Form or as we instructed you when you joined the Plan, and your monthly fee will be increased or decreased accordingly.
- Vetsure PHP also reserves the right to change the dog 'Adult Weight Range' thresholds from time to time by giving you at least one month's notice in writing. Your monthly Direct Debit may therefore change after any change to the weight thresholds.

#### *9. How can I terminate the Plan?*

If, after initially taking out the Plan, you change your mind and wish to cancel the Plan, you have 14 days from the date that your Direct Debit is set up in which to

do so. You will need to pay to Your Vet the full, non discounted value of any Treatments received prior to the date of cancellation of the Plan.

- You can terminate the Plan at any time after the first Direct Debit payment is taken by providing Vetsure PHP with one month's notice. If you wish to cancel the Pla, you should contact Vetsure PHP by telephone (0800 050 2022) or by email ([healthplans@vetsure.com](mailto:healthplans@vetsure.com)).

10. *Can Vetsure PHP terminate the Plan?*

- If you fail to keep up with the monthly payments under the Plan, Vetsure PHP will terminate the Plan, on behalf of Your Vet, in accordance with paragraph 7.
- Vetsure PHP and Your Vet reserve the right to terminate the Plan by giving you one month's written notice for any reason that we consider reasonable and necessary (for example, if Your Vet finds that the Plan becomes financially unviable).
- Vetsure PHP may (on Your Vet's behalf) suspend the Plan if you owe any amounts to Your Vet for any treatments or medications which are outside of the Plan and which are more than 7 days' overdue. The Plan will be reactivated once you pay this outstanding amount in full.

11. *If the Plan is cancelled, do I need to do anything else?*

You must collect all products prescribed under Your Plan within 3 months of the end of the Plan. If you fail to collect any prescribed products in this time, you will not be entitled to collect any prescribed products afterwards.

12. *How does the optional direct delivery (Vetsure Direct) service work?*

- Where You have been offered, and elected to receive, direct delivery of products including as part of this Plan on a regular repeat subscription, this will be organized by Your Vet using the Vetsure Direct service.
- You will receive email notification from Vetsure Direct when Your Vet has subscribed Your Pet(s) to the Vetsure Direct service and when products have been ordered for despatch. Further Terms and Conditions will apply and links to these will be provided to you in the notification email.
- If You have a query or complaint with regards to direct delivery of products included in the Plan , please contact Your Vet.

13. *Are there any other terms that I need to be aware of?*

- You must be over 18 years of age to agree to the Terms and sign up to the Plan.

- The Plan is personal to you and Your Pet(s). This means that you cannot transfer the Plan to other pets or another person.
- In order to comply with dispensing regulations Your Pet(s) will need to have been examined by Your Vet within 6 months prior to collection of the prescribed product, otherwise you may be required to book a consultation which will be charged at the vet's normal rates.
- The Plan is NOT an insurance policy.
- All new Plans are subject to Vetsure PHP's acceptance of your application, on Your Vet's behalf, and Vetsure PHP reserves the right to refuse your application for the Plan. If Vetsure PHP refuses your request for the Plan, Vetsure PHP will provide you with an explanation of its refusal. If you are unhappy with Vetsure PHP's reason, you can follow the Complaints Procedure in accordance with paragraph 15.
- These Terms are subject to English law and the English courts.
- Your Vet can vary the prices being charged under the Plan by giving you one month's written notice. If, after receiving this notice, you no longer wish to continue with the Plan, you can cancel the Plan by following paragraph 9. If you do not cancel the Plan within one month of Your Vet's notice to you of the price change, you will be deemed to have accepted the price change.

#### 14. *Your Responsibilities under the Plan*

- If Your Pet is a dog and, after reaching maturity, becomes a weight outside of the selected 'Adult Weight Range' as set out in your Pet Health Plan Application Form or as we instructed you when you joined the Plan you agree to notify Vetsure PHP immediately in accordance with paragraph 8.
- If your personal details change, you will notify Vetsure PHP and Your Vet immediately.
- If Your Pet is lost or passes away, you will notify Your Vet and contact Vetsure PHP to cancel the Plan.
- You are responsible for ensuring that Your Pet(s) attend(s) Your Vet regularly and that you comply with the advice and Treatments which Your Vet prescribes and provides for Your Pet(s). Whilst Your Vet will endeavour to send reminders to you about Treatments for Your Pet(s) (including any booster vaccinations), it remains your responsibility to present Your Pet(s) for vaccination and health checks at the appropriate time.

#### 15. *Questions and Complaints Procedure*

- If you have any questions or cause for complaint about the administration of the Plan, please contact Vetsure PHP by telephone (0800 050 2022) or by email

([healthplans@vetsure.com](mailto:healthplans@vetsure.com)) or write to Vetsure PHP at: 1<sup>st</sup> Floor Helios Court, 1 Bishop Square, Hatfield, AL10 9NE

- If You are unhappy with the Treatments, any aspect of Your Pet's veterinary care or if you have a query or complaint with regards to direct delivery of products included in the Plan , please contact Your Vet.

#### 16. *Data Protection - use of your Personal Information*

- Vetsure PHP will collect the following personal information from you: name, address, date of birth, e-mail address, telephone number, Direct Debit details (and payment card details if required to collect missed direct debit payments) and information about Your Pet(s) relevant to the setting up and administration of the Plan.
- The purposes for which Vetsure PHP hold and use your personal data are to enable Vetsure PHP to:
  - a. collect payments on behalf of Your Vet;
  - b. instruct Your Vet when Your Plan has been activated and cancelled so that Your Vet can provide the particular preventative healthcare products and services to pets of Plan holders;
  - c. instruct Your Vet when You have elected to receive direct delivery of products included in Your Plan (Vetsure Direct);
  - d. conduct market research to improve services to you and other customers;
  - e. comply with its legal obligations; and
  - f. detect and prevent fraud.
- Whilst administering the Plan, Vetsure PHP may receive and share your personal data with:
  - a. Your Vet, so that Your Vet can provide the Treatments to Plan holders only and arrange direct delivery of products where appropriate; and
  - b. third party processors of Vetsure PHP who help Vetsure PHP to administer the Plan including processors involved in the direct delivery of products included in the Plan where you have elected to receive such services.
- Vetsure PHP operates appropriate procedures to ensure that your personal data is kept safe and secure.
  - You have the right to know what personal data Vetsure PHP holds about you, why they hold it and what they do with it. If you wish to find out any of these things or advise Vetsure PHP of a change to your personal data then please contact Vetsure PHP by telephone (0800 050 2022) or by email ([healthplans@vetsure.com](mailto:healthplans@vetsure.com)) or write to Vetsure PHP at: 1<sup>st</sup> Floor Helios Court, 1 Bishop Square, Hatfield, AL10 9NE.

For full details of Vetsure PHP's Privacy Policy please visit:

[www.myvetshealthplan/your-privacy](http://www.myvetshealthplan/your-privacy)