VETSURE PET HEALTH PLAN TERMS AND CONDITIONS OF MEMBERSHIP

INTRODUCTION

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**").

IMPORTANT: MINIMUM TERM COMMITMENT

By signing up to this Plan, you are committing to make monthly payments for a minimum period of 12 months from the date your Direct Debit is set up ("**the Minimum Term**"). If you cancel the Plan during the Minimum Term (other than within the 14-day cooling-off period, where your pet passes away, or where Your Pet is rehomed), you will still need to pay the remaining monthly payments until the end of the Minimum Term.

KEY POINTS TO NOTE

Please read these Terms carefully

- These Terms 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, please contact Vetsure PHP at healthplans@vetsure.com.

Who we are

We are TVIS Ltd trading as 'Vetsure Pet Health Plan' ("**Vetsure PHP**") with company registration no. 06820979 and our address is: 1st Floor, Helios Court, 1 Bishop Square, Hatfield, Hertfordshire, AL10 9NE. We manage your relationship between you and Your Vet in relation to your Pet Health Plan, acting solely as a commercial agent for Your Vet.

Your commitment

- 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, including your commitment to the Minimum Term.
- You will still need to pay the arranged Direct Debit even if you do not use any of the eligible Treatments in a particular month.

When your Plan starts

- The Plan does not start and will not be effective until the date that your Direct Debit is set up by Vetsure PHP. The Minimum Term begins on this date.
- Any Treatments provided to you prior to this date are not included within the Plan.

Your cancellation rights

- 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 Treatments received under the Plan before cancellation, but you will not be liable to pay any further monthly payments under the Minimum Term.
- If you cancel the Plan after the 14-day cooling-off period but during the Minimum Term (other than where Your Pet passes away, or is rehomed), you will remain liable to pay the monthly Direct Debit payments for the remainder of the Minimum Term.

1. HOW YOUR PLAN WORKS

1.1 *Your monthly payments*

1.1.1 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, services and products described in the new membership notification you receive from Vetsure PHP on activation of your Plan (together, "**Treatments**").

1.1.2 If Your Vet prescribes, and you choose to receive, Treatments, Your Vet will use the sums which you have paid by Direct Debit towards payment for the Treatments.

1.1.3 Please read paragraph 3 for more details on the Treatments which you are eligible for under the Plan.

1.2 *Contract length*

1.2.1 The Plan is a rolling monthly contract with a Minimum Term of 12 months from the date that your Direct Debit is set up. After the initial 12-month period, the Plan continues on a rolling monthly basis and 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.

1.2.2 If you cancel the Plan during the Minimum Term (other than in accordance with your statutory cancellation rights, where Your Pet passes away, or where Your Pet is rehomed), you will remain liable to pay the monthly Direct Debit payments for the remainder of the Minimum Term.

2. WHAT IS VETSURE PHP'S ROLE?

2.1 TVIS Ltd t/a Vetsure Pet Health Plan with company number 06820979 and registered address 1st Floor Helios Court, 1 Bishop Square, Hatfield, AL10 9NE ("**Vetsure PHP**") acts as commercial agent for Your Vet and is authorised to enter into this contract with you acting as agent for Your Vet in respect of the Plan. Vetsure PHP provides facilities management and administrative services to support your use of the Plan as agent for Your Vet. This includes collecting your Direct Debit payments in our capacity as agent for Your Vet, passing those 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.

2.2 Vetsure PHP acts solely as agent for its veterinary partners and, accordingly, 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.

3. WHAT'S INCLUDED IN YOUR PLAN

3.1 The monthly amount which you pay entitles Your Pet(s) to receive the Treatments specified in your new membership notification.

3.2 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.

3.3 The Treatments will only fall under the Plan if they are prescribed by Your Vet after your Direct Debit has been set up.

3.4 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?

4.1 *Coverage for Your Pet(s) only*

4.1.1 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.

4.2 *Use of prescribed products*

4.2.1 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?

5.1 No, unfortunately not. The Plan is specific to the vet or veterinary practice set out in your Pet Health Plan Membership Application Form.

5.2 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. PAYMENT TERMS

6.1 *Set-up fee and monthly payments*

6.1.1 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 payments.

6.1.2 The ongoing monthly payments are taken by Direct Debit and administered by Vetsure PHP acting as agent for Your Vet. The one-off set-up fee will be taken at the same time that you pay your first Direct Debit payment for the Plan.

6.2 *When payments are taken*

6.2.1 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.

6.2.2 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.

6.3 *Your payment obligations*

6.3.1 You must pay the Direct Debit payments for the duration of the Minimum Term, even if you do not use any of the eligible Treatments in that particular month. If you cancel the Plan during the Minimum Term (other than in accordance with your statutory cancellation rights under paragraph 9.1, where Your Pet passes away, or where Your Pet is rehomed), you will remain liable to pay the monthly Direct Debit payments for the remainder of the Minimum Term. After the Minimum Term expires, you must continue to pay the Direct Debit payments until the Plan is terminated in accordance with paragraphs 7, 8 or 9.

6.3.2 Vetsure PHP will not refund any fees paid or payable by you except:

(a) for administrative error;

(b) where Vetsure PHP or Your Vet has materially breached these Terms; or

(c) where you are entitled to a refund under your statutory rights.

6.4 *Your Pet passes away or is rehomed*

6.4.1 If Your Pet passes away or is rehomed, Vetsure PHP will not deduct any further Direct Debits from you once you have notified Vetsure PHP, and you will not be liable to pay any remaining monthly payments under the Minimum Term. Vetsure PHP may request evidence of Your Pet's death or rehoming from you or Your Vet.

7. WHAT HAPPENS IF I FAIL TO PAY THE DIRECT DEBIT?

7.1 *Right to terminate*

7.1.1 If you do not pay your Direct Debit monthly payments Vetsure PHP reserve the right to terminate Your Plan on behalf of Your Vet in accordance with paragraph 10.1.

7.2 *Collection process*

7.2.1 Vetsure PHP will attempt to collect your Direct Debit monthly payments on the agreed date. If the first attempt at collecting a monthly payment is not successful for any reason, Vetsure PHP will inform you and will make further attempts to collect the payment from you.

7.2.2 If we are unable to collect your monthly payment as detailed above, we reserve the right to cancel the Plan and your Direct Debit payment plan on behalf of Your Vet. If the Plan is cancelled due to failed Direct Debit payments during the Minimum Term, you will remain liable to pay the monthly Direct Debits for the remainder of the Minimum Term. Vetsure PHP (on behalf of Your Vet) reserves the right to pursue recovery of these outstanding amounts.

8. WILL THE MONTHLY DIRECT DEBIT AMOUNT CHANGE?

8.1 *General price changes*

8.1.1 During the Minimum Term, we may increase your monthly Direct Debit amount once per year (on the anniversary of the date your Direct Debit was set up) by giving you at least 30 days' written notice.

8.1.2 If any price increase during the Minimum Term is more than 5% of your current monthly Direct Debit amount, or more than the rate of inflation (measured by the Consumer Price Index), we will notify you to this effect and you will have the right to cancel the Plan without penalty. To cancel, you must give us written notice within 14 days of receiving our notification of the price increase. If you cancel for this reason, you will not be liable to pay the remaining monthly payments under the Minimum Term, but you must pay any monthly payments due up to the effective date of cancellation.

8.1.3 After the Minimum Term has expired, we may increase your monthly Direct Debit amount by giving you at least 30 days' written notice. If you do not wish to pay the increased amount, you may cancel the Plan by giving us one month's notice in accordance with paragraph 9.3.

8.2 *Changes due to pet weight*

8.2.1 Your monthly Direct Debit amount can also change if Your Pet's weight changes. If your pet'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.

8.2.2 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.

8.3 *Changes to weight thresholds*

8.3.1 Your Vet may change the pet 'Adult Weight Range' thresholds from time to time by giving you at least 30 days' notice in writing. If such a change results in an increase to your monthly Direct Debit, you may cancel the Plan in accordance with paragraph 8.1.2.

8.4 *Other changes to Benefits*

8.4.1 Your Vet may occasionally need to change the Treatments or benefits included in your Plan. We will give you at least 30 days' written notice explaining any such changes and any impact on your monthly Direct Debit amount. If you are not satisfied with any changes made under this paragraph, you may cancel the Plan within 14 days of receiving our notification of such changes. If you cancel for this reason, you will not be liable to pay the remaining monthly payments under the Minimum Term, but you must pay any monthly payments due up to the effective date of cancellation.

9. HOW CAN I TERMINATE THE PLAN?

9.1 *Statutory Cancellation Rights (14-day cooling-off period)*

9.1.1 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 ("**the Cooling-Off Period**"). 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. If you cancel during the Cooling-Off Period, you will not be liable to pay any further monthly payments under the Minimum Term.

9.1.2 For the avoidance of doubt, your statutory 14-day cooling-off period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 begins on the date you enter into this contract (i.e. when you agree to these Terms and set up your Direct Debit). You have the right to cancel within this period for any reason.

9.2 *Cancellation during the Minimum Term*

9.2.1 During the Minimum Term (i.e. the first 12 months from the date your Direct Debit is set up), you may cancel the Plan at any time by providing Vetsure PHP with written notice. However, if you cancel the Plan during the Minimum Term, you will remain liable to pay the monthly Direct Debits for the remainder of the Minimum Term, even if you do not use any of the Treatments during this period.

EXAMPLE

You sign up on 1 January. Your Direct Debit is set up on 15 January.

You cancel on 15 May (end of month 4).

You must still pay: Monthly payments for months 5-12 (8 more payments) to complete the Minimum Term.

9.3 *Cancellation after the Minimum Term*

9.3.1 After the Minimum Term has expired (i.e. after 12 months from the date your Direct Debit is set up), you can terminate the Plan at any time by providing Vetsure PHP with one month's notice. You will only be liable to pay for the notice period (one month) and will not be required to pay any further monthly payments beyond this.

Please note that if you give us notice of your decision to cancel the renewal close to the date when your next Direct Debit payment is due, we may not be able to stop that payment in time. If this happens and you were not liable for further monthly payments, the amount will be refunded to you less any amounts which are owed to us by you at that time.

9.4 *Cancellation due to pet rehoming*

9.4.1 If you rehome Your Pet during the Minimum Term (for example, if you give Your Pet to a rescue centre or to another owner not connected with you residing at a different address), you may cancel the Plan without being liable to pay the remaining monthly payments under the Minimum Term. You must notify Vetsure PHP as soon as reasonably practicable after rehoming Your Pet. Vetsure PHP may request evidence of the rehoming from you or Your Vet.

9.5 *Cancellation due to pet death*

9.5.1 If Your Pet passes away during the Minimum Term, you may cancel the Plan without being liable to pay the remaining monthly payments under the Minimum Term. You must notify Vetsure PHP as soon as reasonably practicable after Your Pet's death. Vetsure PHP may request evidence of Your Pet's death from Your Vet.

9.6 *How to cancel*

9.6.1 If you wish to cancel the Plan, you should contact Vetsure PHP by telephone (0800 050 2022) or by email (healthplans@vetsure.com).

9.7 *Cancellation Summary*

When you cancel	What you need to pay
Within 14 days of Direct Debit set-up	Full price of any Treatments received (no further monthly payments)
During months 1-12 (Minimum Term)	All remaining monthly payments until end of month 12
After month 12	One month's notice (one final payment)
If Your Pet passes away	No further payments (notify Vetsure PHP immediately)
If Your Pet is rehomed (as detailed in paragraph 9.4 above)	No further payments (notify Vetsure PHP immediately)

10. CAN VETSURE PHP TERMINATE THE PLAN?

10.1 *Termination due to non-payment*

10.1.1 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.

10.2 *Termination for other reasons*

10.2.1 Vetsure PHP and Your Vet reserve the right to terminate the Plan by giving you one month's written notice where:

(a) Your Vet ceases to offer the Plan to customers;

(b) Your Vet's practice closes or is sold;

(c) the Plan becomes financially or commercially unviable for Your Vet;

(d) there has been a material change in circumstances that makes it unreasonable for the Plan to continue; or

(e) you have breached these Terms in a material way and failed to remedy the breach within 14 days of being notified.

If Vetsure PHP or Your Vet terminates the Plan during the Minimum Term under circumstances (a) to (d) above, you will not be liable to pay any monthly payments beyond the one-month notice period.

10.3 *Suspension of the Plan*

10.3.1 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?

11.1 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.

11.2 If you have paid more in monthly payments than the value of Treatments you have received during the Plan, you are not entitled to a refund of the difference. The Plan operates on a fixed monthly payment basis to spread the cost of preventative healthcare throughout the year.

12. HOW DOES THE OPTIONAL DIRECT DELIVERY (VETSURE DIRECT) SERVICE WORK?

12.1 Where You have been offered, and elected to receive, direct delivery of products included as part of this Plan on a regular repeat subscription, this will be organised by Your Vet using the Vetsure Direct service.

12.2 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.

12.3 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?

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

13.2 The Plan is personal to you and Your Pet(s). This means that you cannot transfer the Plan to other pets or another person.

13.3 In order to comply with dispensing regulations Your Pet(s) will need to have been examined by Your Vet prior to collection of the prescribed product, otherwise you may be required to book a consultation which will be charged at Your Vet's normal rates.

13.4 The Plan is NOT an insurance policy.

13.5 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 14.

13.6 These Terms are subject to English law and the English courts.

14. QUESTIONS AND COMPLAINTS PROCEDURE

14.1 *How to complain about Plan administration*

14.1.1 If you have any questions or cause for complaint about the administration of the Plan, please contact Vetsure PHP:

Telephone: 0800 050 2022

Email: healthplans@vetsure.com

Post: 1st Floor Helios Court, 1 Bishop Square, Hatfield, AL10 9NE

14.1.2 We will acknowledge your complaint within 5 working days and aim to provide a full response within 28 days.

14.2 *How to complain about veterinary care*

14.2.1 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 directly.

14.3 *If you are not satisfied with our response*

14.3.1 If you are not satisfied with how we have handled your complaint, you may be able to refer your complaint to:

For complaints about Plan administration:

Citizens Advice Consumer Service: 0808 223 1133 or www.citizensadvice.org.uk

For complaints about veterinary care:

The Royal College of Veterinary Surgeons: www.rcvs.org.uk

14.3.2 You also have the right to take legal action in the courts if you believe we have breached these Terms.

15. DATA PROTECTION - USE OF YOUR PERSONAL INFORMATION

15.1 *What information we collect*

15.1.1 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.

15.2 *How we use your information*

15.2.1 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.

15.3 *Who we share your information with*

15.3.1 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.

15.4 *How we protect your information*

15.4.1 Vetsure PHP operates appropriate procedures to ensure that your personal data is kept safe and secure.

15.5 *Your rights*

15.5.1 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) or write to Vetsure PHP at: 1st Floor Helios Court, 1 Bishop Square, Hatfield, AL10 9NE.

15.5.2 For full details of Vetsure PHP's Privacy Policy please visit: https://www.vetsure.com/privacy-policy/

16. FAIR USAGE POLICY

16.1 *Right to review usage*

16.1.1 The Plan is designed to provide routine preventative healthcare for Your Pet(s) and we expect you to use the Plan reasonably and responsibly. Vetsure PHP and Your Vet reserve the right to review your use of the Plan and, if we reasonably believe that the Plan is being used inappropriately or abused, we may:

(a) Contact you to discuss your usage of the Plan;

(b) Suspend the Plan pending investigation; or

(c) Terminate the Plan in accordance with paragraph 10.

16.2 *Examples of inappropriate use*

16.2.1 Examples of inappropriate use may include (but are not limited to):

(a) Collecting Treatments significantly in advance of when they are needed for Your Pet;

(b) Requesting Treatments for pets other than Your Pet(s) named in the Plan;

(c) Attempting to transfer or sell Treatments to third parties;

(d) Where your Plan includes free or discounted consultations, booking or attempting to book excessive or repeat consultations, including repeat consultations for the same condition, or bookings not made in good faith; or

(e) Acting in a manner that is rude, harassing, abusive, discriminatory, or insulting towards practice staff.

16.3 *Consequences of inappropriate use*

16.3.1 If the Plan is terminated due to inappropriate use during the Minimum Term, you will remain liable to pay the monthly Direct Debits for the remainder of the Minimum Term.

GLOSSARY OF KEY TERMS

- **Minimum Term:** The initial 12-month period from when your Direct Debit is set up.
- **Treatments:** The treatments, services and products included in your Plan as described in your new membership notification.
- **Cooling-Off Period:** The 14-day period from when your Direct Debit is set up during which you can cancel without paying for the full Minimum Term.
- **Your Vet:** The veterinary practice named in your membership notification.

- **Vetsure PHP:** The company that acts as commercial agent for your vet to conclude this agreement and administer the Plan on behalf of your vet.
- **Your Pet(s):** The pet(s) named in your new membership notification.