

# The Agreement between you and your veterinary practice

Welcome to your Pet Health Plan from your veterinary practice. The Agreement you have with your practice means you can enjoy the benefits of preventive healthcare for your pet(s).

Pet Health Plans are administered by Denplan Pet Health Plans for and on behalf of your veterinary practice. Denplan Pet Health Plans' role is to provide administrative services to support the contract between you and your practice. This includes passing your payments onto your practice on a regular basis.

The following points make up the 'terms and conditions' of your Contract with your veterinary practice and are effective from 1st September 2016. These are very 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, should you wish to.

**These terms and conditions should be read in conjunction with your practice's Pet Health Plans Leaflet and any practice-specific notes or requirements in the Leaflet will form part of these terms and conditions.** In the event of a conflict, your practice's Pet Health Plans Leaflet and any practice-specific notes or requirements in the Leaflet will prevail.

## 1. Explanation of terms used

In this Agreement, 'the Contract' means these terms and conditions and any other contractual terms between you and your veterinary practice which you have signed; 'your veterinary practice' and 'your practice' means the veterinary practice named on the Pet Health Plans Application Form; 'you' means the Payment Plan holder who has signed the Pet Health Plans Application Form; and "we" and "our" means Denplan Pet Health Plans.

## 2. Plans, categories and fees

The cost, content and delivery of the goods and/or services paid for by this Contract are agreed between you and your practice.

## 3. Treatment to which you are entitled

The Contract entitles your pet to receive the routine treatment required to maintain your pet's health, as prescribed by your veterinary practice. A list of inclusions is available from your practice.

## 4. Treatment to which you are not entitled

The Contract is limited to the provision of routine preventive healthcare and only entitles your pet to the treatment required to monitor its health, as specified by your practice.

## 5. Treatment by another veterinary practice

Your Contract is with your practice. Where you choose for your pet to have routine care or treatment provided by a practitioner independently of your practice, your pet will not be covered by your Pet Health Plan.

## 6. Payment

You must pay your initial joining fee, which covers you for life and monthly fee by Direct Debit in favour of Denplan Pet Health Plans as collecting agent for your practice.

Any other amounts due to your practice for treatment not covered by the Contract are payable directly to your practice. Your liability to pay the monthly fee continues until the Contract is ended in accordance with these terms and conditions and no refund of fees will be allowed except in the case of administrative error or death of the pet or client.

## 7. Alteration of monthly fees and categories

Your practice will normally review your pet's monthly fee once a year.

Your pet's monthly fee will also change as different age and weight thresholds are reached. Should your pet's fees change, you will be given at least one month's written notice (correspondence sent to the last known address by ordinary post will be treated as adequate notice).

## 8. Direct Debit changes

Following a decrease in monthly fee or variation in discount available to you, your Direct Debit will be changed at the next available collection date. Where you are given notice of an increase in your monthly fee, your Direct Debit will be changed at the end of the notice period, unless in the meantime you end the Contract.

## 9. Your responsibilities

The date of birth and weight of your pet(s) entered on your Pet Health Plans application form will be the date of birth and weight used to determine the fee category your pet(s) falls into. If the month of birth is unknown, we will use 1st January of the specified year for this purpose. If the year of birth is unknown, an estimate should be made.

You are responsible for ensuring your pet(s) attend(s) the practice regularly and that you comply with the advice and treatment your veterinary practice prescribes for your pet(s). Products included in the plan must be collected within 3 months of the treatment becoming due, unless your practice notifies you otherwise in writing. If, in the reasonable opinion of your practice, they are not able to maintain your pet's health due to any act or omission on your part, your practice may end the Contract immediately by giving notice to that effect.

If your personal details change, you should notify Denplan Pet Health Plans. If your pet is lost or deceased, you should notify your practice and Denplan Pet Health Plans.

## 10. Ending the Contract

You may cancel your Contract by contacting Denplan Pet Health Plans or your practice within the cancellation period, which is 14 days following the start of your contract. Following this period, you may end the Contract by giving not less than 21 days' notice to your practice and to Denplan Pet Health Plans, expiring on the 13th day of a month. The practice may end the Contract by giving you written notice expiring on the 13th day of a month, after no less than one month's notice.

If you cancel at any time other than on an anniversary of joining the plan, your practice may charge you either the outstanding amount for treatment received, or the monthly payments due until the anniversary of your plan, whichever is lower.

## 11. Non-payment

Non-payment of one fee. If we fail to collect a monthly payment Denplan Pet Health Plans will inform you accordingly and attempt to collect two payments from your account in the following month.

## Non-payment of two fees

If you default on two successive payments, Denplan Pet Health Plans will inform you your Contract has been subsequently cancelled.

## Refunds

If Denplan Pet Health Plans (acting on behalf of your practice) agrees to refund your fees for whatever reason, your registration

for those months will be treated as unpaid and the conditions relating to non-payment will fully apply to you.

## 12. Clinical Records

By signing the Pet Health Plans Application Form, you consent to the disclosure of your pet's medical notes and other records for the purpose of any review, assessment or consideration of the care provided by your practice, which may take place under the terms of their membership of Pet Health Plans; but not for any other purpose without your further consent.

## 13. Variation of these terms and conditions

The terms and conditions of this Contract may be varied on one month's written notice given to you by your practice. If you do not wish the Contract to continue having regard to any variation notified to you, you may end it as detailed in condition 10. If you do not do this by the time the notice expires, you will be deemed to have accepted the variation.

## 14. Contract not transferable

As your Contract is between you and your practice alone, you may not transfer it to another practice. If you need to change to another participating practice, a new Contract will be required and the monthly fees may be different. If the practice is sold, this Contract may be transferred to a new owner by notice in writing from a partner of the practice to you.

## 15. Treatment outside the Contract

This Contract does not prevent you and your practice agreeing that they will provide treatment outside your entitlement under the Contract. You will be responsible for paying for such treatment.

## 16. Liability

Our role is to provide administration services relating to your Payment Plan on behalf of your practice, specifically registering and collecting your payments. As such we accept no liability to you (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with your Payment Plan or any goods or services provided under it to you by your practice. We have no obligation to pay to your practice any monies not received from you, even if treatment has been received.

## 17. Disputes

If you are unhappy with any aspect of your pet's veterinary care, you should approach your practice directly.

## 18. Notices

Any notice given to you by your practice under these terms and conditions is considered valid if Denplan Pet Health Plans gives it to you on your practice's behalf. Any notice given by your practice or Denplan Pet Health Plans is valid if sent to your last known address by ordinary post.

## 19. Your personal data

Denplan Pet Health Plans may record and monitor telephone calls for training purposes and for use in the event of any subsequent queries.

The main purpose for which we hold and use personal data is to enable us to administer this Plan. Other purposes which we use personal data is for market research, to improve our services to you and our other

customers, to comply with legal obligations which we are subject to, to protect our interests and for fraud detection and prevention.

Whilst administering this Plan, we may receive and share personal data with:

- Other relevant persons involved in dealing with your Plan

For example, your veterinary practice dealing with a query regarding your Plan

- Persons appointed by the Plan holder and/or Power-of-Attorney for a period of time

For example, the pet's owner when different to the Plan holder.

We may provide your personal data to persons who provide services to us – this can include companies operating outside the United Kingdom and the European Economic Area (EEA), and to persons engaged in fraud detection and prevention. We operate strict procedures to ensure that your personal data is kept secure.

Where we have your agreement, we will use your personal data to provide you with offers of products and services from Denplan and other carefully selected partners. Where you have agreed we will share your personal data with other companies within the Simplyhealth Group and other carefully selected partners in order for them to provide you with offers of products and services.

You have the right to find out what personal data we hold about you (there may be a charge if you want to do this), why we hold it and what we do with it, to correct data, how long we keep it and to whom we may disclose it. To do this write to: The Data Protection Officer, Denplan Ltd, Victoria Road, Winchester, SO23 7RG.

## 20. Governing Law and Jurisdiction

Both parties agree that this Agreement shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

### The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Denplan Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Denplan Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Denplan Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when Denplan Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.