

# Terms and conditions of your Complete Care Health Plan (“Your Plan”)

**These terms and conditions, the Membership Application Form and the Flea and Worm Pack Leaflet together (together “Terms; Your Plan”) form the basis of the contract with your veterinary practice (“Your Vet”) and the pet owner (“you”/“your”). 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.**

Your Plan is administered by The Animal Healthcare Company Limited (The Animal Healthcare Company”) for and on behalf of Your Vet. The Animal Healthcare Company’s role is to provide administrative services to support the contract between you and Your Vet. This includes passing your payments onto Your Vet on a regular basis.

## Treatment

1. Treatment your pet is entitled to – the treatment paid for by Your Plan entitles the pet you name on your Membership Application Form (“Your Pet”) to receive specified routine preventative healthcare, services and treatments required to maintain Your Pet’s health, as prescribed by Your Vet and as described in the Complete Care Leaflet or Complete Care Senior Leaflet (“Treatment”).
2. Nothing in Your Plan prevents you and Your Vet agreeing that they will provide additional healthcare, services and treatments outside Your Pet’s entitlement under Your Plan. Any additional healthcare, services or treatments which are not included in Your Plan will incur an additional charge which is payable separately by you to Your Vet.
3. Treatment by another veterinary practice – Your Plan entitles Your Pet to receive Treatment at Your Vet only. If you choose for Your Pet to have healthcare, services or treatments provided by a veterinary practice other than Your Vet, these services will not be covered by Your Plan.
4. 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. Your Plan entitles Your Pet to two consultations with Your Vet. One veterinary consultation will be conducted by Your Vet at the time of Your Pet’s annual vaccination. Please note that any additional veterinary consultations, health checks, treatments, preventative healthcare or services are payable separately by you to Your Vet.
6. Complete Care Senior 10% off prescription medication - The 10% discount is only applicable for prescription medication that your vet has recommended based on an observed and diagnosed clinical need. The discount excludes items constituting Flea and Worm treatment which are already provided for in the appropriate quantities for your pet within the plan. Only the pet registered for Senior Plan is eligible for the 10% discount on prescription medication. This discount cannot be used for treatment for other pets not covered by the plan.

## Payment

7. By entering into Your Plan you are agreeing to make the payments set out in the Membership Application Form (“Payment”) to Your Vet.
8. We will not refund fees paid or payable by you except in the case of our administrative error (in our reasonable opinion) or the death of Your Pet, in which case we will only refund sums you have already paid for which Your Pet has not received Treatment. You must collect all prescribed treatments within 3 months after the termination or expiry of Your Plan, whichever occurs sooner, following which you will not be entitled to collect any prescribed treatments. In order to comply with dispensing regulations your pet will need to have been examined by a veterinary surgeon within the 12 months prior to collection, otherwise you may be required to book a consultation which will be charged at the normal rates.
9. If Your Pet’s weight changes and as a result it moves into a higher or lower weight threshold, we reserve the right to terminate your plan on 28 days’ written notice, You will then be required to sign a new plan and pay the increased or decreased fee accordingly. We also reserve the right to change the weight thresholds from time to time by giving you at least 28 days’ notice in writing.

## Term and termination

10. Your Plan is an annual contract and we will write to you no later than 28 days prior to the expiry of Your Plan to offer you continuation terms on behalf of Your Vet. If you do NOT wish to renew Your Plan for a subsequent year, then you should notify us at least 7 days prior to the expiry of Your Plan.
11. We or Your Vet reserves the right to terminate your plan by giving you written notice expiring on the last day of the month, after not less than one month’s notice, for any reason that we consider reasonable and necessary.
12. If you change your mind and wish to cancel Your Plan, you have 14 days from the date of making the Payment in which to do so. You should contact us in writing at the address above. You will be liable to pay to Your Vet the full, non-discounted value of any Treatments received prior to the date of cancellation of Your Plan.
13. Any refund due to you of fees paid in respect of Your Plan pursuant to clauses 8, 9 and/or 12 above shall be paid as follows:
  - 13.1 If you paid the Payment by payment card – by a refund by Your Vet of the relevant amount to the same card that you used to make the Payment.

## General Conditions

14. You MUST be over 18 years of age to enter these Terms.
15. Your Plan may not be transferred either from Your Pet to another pet, or from you to a third party.
16. THIS IS NOT AN INSURANCE POLICY.
17. These Terms are subject to English law.
18. The estimated saving compared to the full price of the products in Your Plan will be calculated by Your Vet before you complete the Membership Application Form. Please note that any offer or discount to reduce the price of Your Plan at the time of your application will be permitted solely at the discretion of Your Vet.
19. We reserve the right to suspend Your Plan if you have any outstanding debt with your vet for any treatment or medication outside of Your Plan that is more than 7 days overdue. Your Plan will be reactivated once payment of the debt is made in full. All new Complete Care Plans are subject to our acceptance of your Membership Application Form and we reserve the right to refuse to enter into Terms with you.

## Variation of these Terms

20. We reserve the right to vary these terms on one months’ written notice given to you by us. If you do not wish the Contract to continue having regard to any variation notified to you, you may end it as detailed in clause 10. If you do not do this by the time the notice has expired, you will be deemed to have accepted the variation.

## Your Responsibilities

21. The weight of Your Pet entered on your Membership Application Form will be the weight used to determine the fee category Your Pet falls into, subject to any changes in accordance with clause 9.
22. If your personal details change, you should notify Your Vet immediately.
23. If Your Pet is lost or deceased, you should notify Your Vet and contact us to cancel Your Plan.
24. You are responsible for ensuring Your Pet attends Your Vet regularly and that you comply with the advice and treatment Your Vet prescribes for Your Pet. We will endeavour to remind you about treatments that are due but it is your responsibility to ensure that you collect and correctly administer any prescribed treatments that are covered within Your Plan and you should not rely solely on the reminder system

## Complaints Procedure

25. If you have any cause for complaint with the administration of Your Plan or your Direct Debit, please contact The Animal Healthcare Company by telephone: 0800 587 1019; or email: [ahcvets4pets@simplyhealth.co.uk](mailto:ahcvets4pets@simplyhealth.co.uk) or write to The Animal Healthcare Company Limited, Hambleden House, Waterloo Court, Andover, SP10 1LQ.

## Disputes

26. If you are unhappy with the Treatment or any aspect of Your Pet’s veterinary care, you should contact Your Vet.

## Use of your Personal Information

27. The main purpose for which the Animal Healthcare Company hold and use your personal data is to enable us to administer your Payment Plan. They also use personal data for market research to improve services to you and other customers, to comply with legal obligations which they are subject to, to protect their interests and for fraud detection and prevention.
28. Whilst administering your Payment Plan, the Animal Healthcare Company may receive and share personal data with:

- other relevant persons involved in dealing with your Plan and Your Vet
- persons appointed by the Plan holder and/or under a Power of Attorney for a period of time, e.g. the pet’s owner when different to the Plan holder.

The Animal Healthcare Company operates strict procedures to ensure that your personal data is kept safe and secure.

You have the right to know what personal data the Animal Healthcare Company hold about you, why they hold it and what they do with it. If you wish to find out any of these things or advise us of a change to your personal data then please write to: The Data Protection Officer, The Animal Healthcare Company Ltd, Hambleden House, Waterloo Court, Andover, SP10 1LQ. Please note that a small charge may apply.

## Liability

29. The Animal Healthcare Company administers Complete Care Health Plan registrations and collects fees on Your Vet’s behalf. Your contract for the provision of treatment or veterinary services is not with the Animal Healthcare Company Limited and the Animal Healthcare Company Limited accepts no liability to you (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment or otherwise) in connection with any contract it administers on Your Vet’s behalf. The Animal Healthcare Company has no obligation to pay Your Vets any payment or fees not received or any other monies owed.