

COMPARE MY CARE LIMITED

TERMS AND CONDITIONS

1. IMPORTANT INFORMATION

- 1.1 These are the terms and conditions on which we provide our services to you.
- 1.2 Please read these terms carefully before you make your booking. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 We are Compare My Care Limited a company registered in England and Wales. Our company registration number is 13184214 and our registered office is at 16 Broad Street, Eye, Suffolk, United Kingdom, IP23 7AF.
- 1.4 When we use the words "writing" or "written" in these terms, this includes emails.

2. OUR CONTRACT WITH YOU

- 2.1 Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3. OUR SERVICES

- 3.1 We provide a booking and administration service to you, to allow you to arrange healthcare procedures with healthcare providers listed on our website (our "Services").
- 3.2 When you make a booking with us for a procedure, we will:
 - (a) arrange, on your behalf, an initial consultation with the healthcare provider chosen by you;
 - (b) arrange, on your behalf, for the procedure to take place;
 - (c) on your request, arrange for any additional treatments or consultations needed (such as radiology appointments), either with the original healthcare provider or a different provider;
 - (d) take payment from you and send this payment to the relevant healthcare provider(s) on your behalf;
 - (e) provide general, non-medical, advice and assistance through the course of your treatment.
- 3.3 We **do not**:
 - (a) provide healthcare services or procedures to you. All procedures, consultations and medication are provided to you directly by the healthcare provider; or
 - (b) provide healthcare or medical advice.

- 3.4 You will enter into a contract directly with the healthcare provider(s) under which they will provide healthcare services to you, including the provision of any consultation and advice, medication, and the relevant procedure(s). Under no circumstances are we responsible for the advice or services provided by the healthcare provider.
- 3.5 We are not responsible for ensuring that the procedure booked by you is suitable for your needs. You must ensure this is the case prior to making your booking, if necessary by seeking advice from your GP or another medical professional.
- 3.6 Where you make a booking for a procedure with us, you will not book the same or a related procedure directly with the healthcare provider within 12 months of having made the booking with us.

You agree that this restriction is reasonable to protect our legitimate business interests.

4. YOUR CARE PACKAGE

- 4.1 Upon receipt of your booking, we will book the procedure you have selected on our website. Initially, we will only book a consultation. After the consultation has taken place, we will book the relevant procedure.
- 4.2 Your procedure includes the services and treatment(s) listed on our website. Different healthcare providers include different elements within the treatment they supply. You must carefully check what is included and what is not included within the fixed price. Only those items expressly listed on our website as included, are included.
- 4.3 If any additional treatment, services, or consultations are required, we can assist you to book these with the original healthcare provider or with a different healthcare provider. You will be required to pay an additional price for any additions to the original procedure, unless we agree in writing in advance to pay these.
- 4.4 You will be required to pay the additional cost of any extra services, medication or treatments provided by the healthcare provider in connection with your procedure, not included within the fixed price.

5. INFORMATION ON OUR WEBSITE

- 5.1 We use reasonable efforts to ensure that the information included on our website is accurate.
- 5.2 The information on our website about healthcare providers is collated from publicly available sources, and information provided by the relevant healthcare provider. We are not responsible for the accuracy of information collated or supplied by third parties.
- 5.3 We do not endorse or recommend any healthcare provider listed on our website. It is your responsibility to ensure that the healthcare provider you select is suitable to provide the procedure that you require, and meets your requirements.

6. PRICE AND PAYMENT

- 6.1 The price for your procedure, and the items included within that price, are listed on our website.
- 6.2 You will be required to pay the additional cost of any extra services, medication or treatments provided by the healthcare provider in connection with your procedure, not included within the fixed price.
- 6.3 The price payable for your procedure will include the price payable to the healthcare provider, and any sums that we retain. In some cases, the healthcare provider will charge less than the headline price, because we are able to negotiate a lower price than you, as an individual patient, would be able to. In those cases, we will retain a percentage of the difference between what we charge you, and what the healthcare provider charges. Full details of the sums we retain are available on request.
- 6.4 In some circumstances, we are able to arrange insurance cover for you in connection with your procedure. This may be charged separately or form part of your care package and be included within the fees and charges made in connection with the procedure the healthcare provider performs. Details shall be stated on our website and the terms of such insurance policy shall be provided to you separately. We are an Appointed Representative of American International Group UK Limited and in some cases American International Group UK Limited will pay us a commission for arranging the insurance. The amount of commission differs between insurance products and premiums payable. Full details of the commission we are paid in your individual case are available on request

All prices include VAT at the rate which applies at that time.

- 6.5 The price for any procedure will usually be payable as follows:
- (a) an initial payment for the cost of the consultation;
 - (b) a second payment for the balance of the cost of the procedure.
- 6.6 Payments must be made in full no later than 48 hours before the date of your consultation or procedure, or earlier where we advise you this is necessary
- 6.7 In some cases, such as when you only wish to book a consultation, you will make the payment directly to the healthcare provider. Where this is the case, we will agree this with you at the time of your booking.
- 6.8 If any additional payments become due, for additional items or services, we will inform you of the cost of these once we are informed of them by the healthcare provider. You will pay all additional costs within 7 days of a request from us in writing. If you do not make any payment on time, we may be unable to book the additional items or services.
- 6.9 If you do not make any payment in full by the due date for payment, we may:
- (a) cancel your consultation or procedure with the healthcare provider(s), without needing your consent;

- (b) terminate or suspend this contract with you. Where we do so, we may (but will not be required) to also cancel your consultation or procedure with the healthcare provider(s); and/or
- (c) charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

6.10 You are directly responsible for paying the healthcare provider all of its fees and charges in connection with the procedure the healthcare provider performs. Upon receipt of payment by you, we will transfer payment to the healthcare provider on your behalf. If you do not pay to us any fees due to the healthcare provider, the healthcare provider may seek payment from you directly.

7. CHANGING OR CANCELLING YOUR PROCEDURE

- 7.1 You may change or cancel your procedure or consultation at any time prior to the consultation or procedure. When you tell us you wish to change or cancel your procedure, we report this to the healthcare provider on your behalf.
- 7.2 If you make your request less than 48 hours before the date of your consultation or procedure, you may be required to pay a cancellation fee, or the full fees, to the healthcare provider. This will be dependent on the terms you have agreed with the healthcare provider.
- 7.3 You will be responsible for all cancellation charges, and other fees charged by, the healthcare provider, and will reimburse us on demand for any such charges or fees we incur from the healthcare provider as a result of you cancelling or changing your procedure.
- 7.4 The healthcare provider may cancel your consultation or procedure at any time. We are not responsible for any costs, expenses or losses suffered by you as a result, which shall be the responsibility of the healthcare provider and shall be subject to the terms of their contract with you.

8. ENDING YOUR CONTRACT WITH US

- 8.1 You have the right to end your contract with us in certain circumstances. These circumstances are set out in this clause.
- 8.2 Your contract with us is separate to the contract you have with the healthcare provider, and ending your contract with us will not end your contract with the healthcare provider for the procedure we have booked on your behalf. Ending your contract with us will only result in us ceasing to provide our services.
- 8.3 Where you end your contract with us, we reserve the right to cancel your consultation or procedure if we believe the healthcare provider will charge us directly for the consultation or procedure. In these cases, we will discuss your position with you and seek to reach an agreement with you and the healthcare provider.
- 8.4 You may end your contract with us at any time on 7 days' notice, for any reason.

- 8.5 You may end the contract with us at any time where you have a legal right to end the contract because of something we have done wrong. Where this is the case, the contract will end immediately and you may also be entitled to compensation.

Cancellation under the Consumer Contracts Regulations 2013

- 8.6 You also have a legal right to change your mind within 14 days and receive a refund of any charges we have made. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.7 You do not have the legal right to change your mind once our services have been completed, even if the cancellation period is still running.
- 8.8 You have 14 days, after the day we email you to confirm we accept your booking, to change your mind. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 8.9 To end the contract with us, please let us know by doing one of the following:
- (a) Phone or email: Call customer services or email using the contact details provided below. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - (b) By post. Print off the form at the bottom of these terms, and post it to us at the address on the form. Or simply write to us at that address, including details of your name and address.
- 8.10 We will refund you our charges (if any) by the method you used for payment. However, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 8.11 When you cancel your contract with us, we will not refund you the fees paid to the healthcare provider, as these are paid directly to the healthcare provider on your behalf, and are not our charges.
- 8.12 We will make any refunds due to you as soon as possible, and within 14 days of you telling us you have changed your mind.

9. YOUR LEGAL RIGHTS

We are under a legal duty to supply services that are in conformity with this contract, including providing our services with reasonable skill and care. Nothing in these terms will affect your legal rights.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 10.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

- 10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 10.3 We do not provide healthcare services or medical advice to you, and accordingly we are not responsible or liable for:
- (a) any actions of the healthcare provider, including any negligence when providing advice or performing your procedure;
 - (b) any failure by the healthcare provider to conduct your consultation or perform your procedure on the agreed date or at all;
 - (c) death or personal injury, and any costs, expenses or losses, arising from the procedure or medical advice you receive;
 - (d) any misrepresentation made by any third party, including in any material republished on our website;
 - (e) death or personal injury, and any costs, expenses or losses, occurring because the procedure you booked was not the appropriate procedure for you.

11. HOW WE USE YOUR PERSONAL INFORMATION

- 11.1 We will only use your personal information for the purpose of providing our services to you, including transferring certain information to your healthcare provider(s). Full details of how we use your personal information can be found in our privacy notice.

12. OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our services, we can still require you to make the payment at a later date.
- 12.5 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English

courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

13. CONTACT DETAILS

13.1 You can contact us by telephoning our customer service team at 020 8064 0875 or by writing to us at contact@comparemycare.com or 16 Broad Street, Eye, Suffolk, United Kingdom, IP23 7AF .

13.2 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

CANCELLATION FORM

You may contact us to request a cancellation of your contract by using the details on our Contact Us page. Alternatively, you may request a cancellation by using this form.

Detach here:

To: Compare My Care Limited

I: _____

give notice that I request to cancel my contract with you for services in connection with the booking and administration of the following procedure by the following third party healthcare provider:

Procedure: _____

Provider: _____

Ordered on: _____

Name: _____

Address: _____

Signature: _____

Date: _____

Once you have completed this form, please send it by recorded post to: 16 Broad Street, Eye, Suffolk, United Kingdom, IP23 7AF