

# Your Simply Essentials

Terms and Conditions



# Simply Essentials

## Services included

Information on how to access these **services** is available via **your** online account or the SimplyPlan app. Please note that there may be geographical limitations to some **services**, and the **services** available may change without notice from time to time.

Please note these **services** are provided by **our third party providers** and are subject to their terms and conditions. Processing of **your** personal data by a **third party provider** will be subject to their own privacy notice. **We** are not responsible for how **our third party providers** may process **your** data. **You** should read their privacy notice to understand how they may use **your** data.

### 24/7 GP and Advanced Nurse Practitioner Consultations

Includes, but not limited to:

- ✓ Speak to a GP or Advanced Nurse Practitioner 24 hours a day, 7 days a week, through **our** SimplyPlan app or via telephone on 0330 102 5443
- ✓ GPs and Advanced Nurse Practitioners can help with a range of issues including:
  - Orthopaedics
  - Dermatology
  - Gastroenterology
  - Gynaecology
  - Paediatric care
  - Fit notes
  - Referral letters

If the GP or Advanced Nurse Practitioner feels it's clinically appropriate, they may privately prescribe **you** medication. The prescription can be delivered to an address of **your** choice within the **UK**. **You** will be charged for the cost of the medication and the delivery.

### 24/7 Mental Health, Legal and Financial Support

Includes, but not limited to:

- ✓ Access to mental health support, 24 hours a day, 7 days a week; through **our** SimplyPlan app
- ✓ Up to six sessions of focused counselling sessions per issue, per year, if deemed clinically appropriate following an assessment. This includes face to face, telephone or online counselling
- ✓ A fully qualified and experienced **UK** based team can offer confidential, immediate support for:
  - Anxiety
  - Low mood & depression
  - Bereavement
- ✓ Legal and financial advice for:
  - Childcare
  - Debt
  - Divorce & civil law
  - Mortgage & tenancy
  - Wills & probate

Does not include

- × Counselling that is not defined as clinically appropriate by our **third party provider**.
- × Long-term counselling. This may be available to purchase through **our** Simply On-Demand offers.
- × Face to face counselling outside the **UK** and in Jersey.

## Virtual Muscle and Joint Pain Assessment

Includes:

- ✓ A virtual assessment through **our** SimplyPlan app providing **you** with advice on how to manage **your** symptoms
- ✓ Recommendations for over 3,000 care need scenarios, including common issues to complex needs
  - get advice for knee, spinal, lumbar, neck injuries and more
- ✓ Get a real-time plan with a clinician monitoring **your** condition and progress

## Simply On-Demand

Access to **services** for prevention, diagnosis, consultations and general health support through **our** trusted Healthcare Network. Information on fees for these **services** are available via the SimplyPlan app and may change from time to time but may include the following:

- ✓ In-person and virtual physiotherapy treatment
- ✓ Save on the cost of prescription eyewear at selected opticians
- ✓ Imaging and scans, including MRI, CT and Ultrasounds, with no referral needed
- ✓ Online dermatology consultations
- ✓ Access to a variety of 'at home' testing kits and in-clinic assessments

These Terms and Conditions do not apply to any Simply On-Demand **services** which **you** purchase. Simplyhealth On-Demand **services** are subject to the terms and conditions of the **third party provider**. Please read them carefully before **you** agree to purchase a Simply On-Demand **service**, as they will form the basis of the contract between **you** and the **third party provider**. Any complaint relating to a Simply On-Demand service will be dealt with by the **third party provider**, so please contact the relevant **third-party provider** in the first instance.

## Section 1: Definitions

The words which appear in this document in **bold** have specific meanings which are explained below:

### **Annual digital health subscription**

The contract between **us** and the **member** to access the **services** provided, subject at all times to **your** employer's continued participation in this **annual digital health subscription** in accordance with these terms and conditions

### **Member**

Anyone who is covered by this **annual digital health subscription**

### **Renewal Date**

The date this **annual digital health subscription** renews

### **Service(s)**

The service(s) provided under this **annual digital health subscription** as specified above

### **Start Date**

The date this **annual digital health subscription** starts.

### **Third Party Provider**

An external company who provides a **service** to **you** under this **annual digital health subscription**

### **United Kingdom or UK**

England, Wales, Scotland and Northern Ireland

### **UK territory**

Jersey, Guernsey and the Isle of Man

### **UK resident**

Someone who has their main home in the **UK**, resides in the **UK** for at least 183 days a year, and holds a **UK** National Insurance number

### **UK territory resident**

Someone who has their main home in a **UK territory** and spends at least 183 days a year there; and holds a National Insurance number, Social Security Number or pays Social Insurance (whichever is applicable)

### **We / Our / Us**

Simplyhealth Guidance Limited trading as Simplyhealth, a company incorporated in England and Wales

### **You / Your**

Anyone who is a **member** on the **annual digital health subscription**

## Section 2: Eligibility

2.1. **You** will only be able to access the **services** provided if:

- **You** are aged 18 or older
- **You** are a **UK resident** or a **UK territory resident**
- Fees are paid on **your** behalf by **your** employer

2.2 **Your annual digital health subscription** will end at the earliest of the following:

- On the expiry of the **annual digital health subscription** term or cessation of **your** employment;
- If **you** are abusive to or subject **our** staff to any threatening behaviour in any way, including any staff of **our third party providers**;
- If **your** misuse of the **services** provided violates the terms of this **annual digital health subscription** and/or any **third party providers'** terms of use and in certain circumstances access to certain **services** may be restricted or removed;
- If **we** have not received the fee from **your** employer, **we** will suspend **your** access to the **services** provided and will cancel the access from the date the last fee was collected;
- If **your** employer makes the decision to no longer offer the **annual digital health subscription**;
- If **we** make a commercial decision to no longer offer the **annual digital health subscription** at **your** next renewal date;
- If **you** are no longer a **UK resident** or **UK territory resident**; or
- If **you** are using the **services** available on behalf of a person who is not named on the **annual digital health subscription**.

## Section 3: Paying fees and renewal

- 3.1. **Your annual digital health subscription** is for 12 months access to the **services** from your **start date**. **Your start date** will be detailed in your welcome email. Subject to the terms below and **your** employer's continued participation in the **annual digital health subscription**, it will renew each year on the date of the anniversary of when **your annual digital health subscription** started.
- 3.2 **We** provide the **annual digital health subscription** by collecting the fee from **your** employer, and arranging access to the **services** available to **you** in accordance with these terms and conditions.
- 3.3. If **you** access any On-Demand **services** that are available on a self-pay basis, **you** are responsible for booking and paying for the **service** directly with the **third party provider**. Access to the On-Demand **services** will cease once the **annual digital health subscription** is cancelled.

## Section 4: Liability

- 4.1. **We** are not liable for any inability to access these **services** outside of **our** control. Any periods of downtime for repair, maintenance and upgrading may be required by **us** in respect of the SimplyPlan app or other method of accessing the **services**, or **our third party providers**, and **we** cannot guarantee uninterrupted provision of the **services**.
- 4.2. **We** are not responsible for, and cannot guarantee the completeness, reliability or accuracy of the information provided by **our third party providers**, or for any loss or damage that may arise from **you** using them.
- 4.3. **We** do not accept any liability for any losses, damage or personal injury or other loss caused by any negligent act or omission of **our third**

### party providers.

- 4.4. Any Simply On-Demand **services** which **you** agree to pay for do not form part of **your annual digital health subscription** with **us**, **you** should be aware that **you** are entering into an agreement with the **third party provider**.

## Section 5: General rules

- 5.1. If at any time **we** have not applied any of these rules, **we** can still apply them in the future.
- 5.2. The terms of this **annual digital health subscription** can only be enforced by **us** or by **you**.
- 5.3. **We** will use English for all documents and letters.
- 5.4. Terms under this **annual digital health subscription** can only be enforced under the Contracts (Rights of Third Parties) Act 1999 by **us** or an employee.
- 5.5. This **annual digital health subscription** is governed by the laws of England. Any disputes arising in connection with the **annual digital health subscription** which are not resolved through **our** complaints process shall be dealt with by the courts of England.

## Section 6: Complaints

**We** aim to provide **you** with the very highest levels of customer **service** and care at all times. To maintain this **service** standard, **we** have a procedure which **you** can use to raise any concern, complaint or recommendation that **you** have. In the first instance **you** should contact Customer Services on 0300 100 1020, email [customerrelations@simplyhealth.co.uk](mailto:customerrelations@simplyhealth.co.uk) or write to Simplyhealth Customer Services at **our** registered office address of Anton House, Chantry Street, Andover, Hampshire, England, SP10 1DE. **We** will investigate any complaint and issue a final response.

# Section 7: Privacy

## How we use your personal data (privacy notice)

Simplyhealth respects **your** privacy and is committed to protecting **your** personal data. This privacy notice sets out the way in which any personal data **you** provide to **us** is used and kept safe by **us**. For a more detailed explanation of how **we** use **your** data please take the time to read **our** full privacy policy online at the bottom of **our** website or alternatively request a copy from **our** Data Protection Officer. Please ensure that **you** show the following information to others included under **your annual digital health subscription** or make them aware of its contents.

## Why do you need my personal data and what do you use it for?

**We** need and use **your** data to:

- **service** the **annual digital health subscription** that **you** have
- identify, analyse and calculate insurance risks
- improve **our services** to our customers
- comply with legal obligations which **we** are subject to
- protect **our** interests
- detect and prevent fraud.

Sometimes **we** may use automation and profiling to evaluate information about **you**, which may include to determine whether an application for a **annual digital health subscription** is accepted by **us**, to tailor **our** marketing material to **your** needs, to identify and investigate fraudulent activity, to understand claiming behaviour and patterns or to tailor **our services** to provide **you** with a more efficient, consistent and fair customer experience. If **you** want to know more please contact **us**.

## Who holds my personal data?

Simplyhealth Guidance who are part of the Simplyhealth group of companies.

## What personal data will Simplyhealth need to know?

If **you** have an **annual digital health subscription**, **we** need to know, for example, **your** name, address and date of birth. **We** may also take **your** phone number and email address. In order to take payments **we** will need **your** bank account details. Where your **annual digital health subscription** is arranged through **your**

employer, **we** will know who **your** employer is and **we** might hold **your** payroll details. **Your** employer may provide **us** with details such as **your** name, address and date of birth.

**We** may record and monitor both inbound and outbound calls for training and monitoring.

## How does Simplyhealth protect my personal data?

By law **we** must have measures in place to protect data. As a result, **we** have strict rules to protect the storage and use of all personal data. These rules apply to anyone who uses the data. **We** may send your personal data outside the **UK** or European Economic Area. If **we** do this, **we** ensure the same level of protection is afforded to it by ensuring an appropriate safeguard is implemented.

## Who can see my personal data?

**We** may share your personal data:

- with persons who provide a **service** to **us** or act as **our** agents
- with anyone to whom **we** may transfer rights and duties under this **annual digital health subscription**
- with persons who may record, use and give data to other insurers (such as agencies whose role is to prevent fraud)
- with persons that **you** appoint (such as a broker) in order to **service** the **annual digital health subscription**
- with **your** employer, where appropriate
- where **we** have a duty to provide personal data (such as to regulatory bodies), or if the law allows **us** to do so.

## How long is my personal data kept for?

We keep **your** personal data for seven years after this **annual digital health subscription** has ended.

## What rights do I have around the use of my personal data?

**You** have the right to see **your** personal data that **we** hold. **You** also have the right to ask **us** to amend personal data that is incorrect. **You** can ask us to delete personal data, or not use it in certain ways.

**You** have the right to move, copy or transfer **your** personal data. If **you** wish to exercise any of the rights set out above, **you** will need to contact the Data Protection Officer to do this.

## If I have given you my consent to use my personal data for a reason, can I change my mind?

Yes. **You** can change your mind at any time. But if this means that **we** cannot **service** the **annual digital health subscription**, **we** may have to cancel it.

## Who can I contact if I want to talk about my personal data?

If **you** have any questions or comments regarding any aspect of **your** personal data, please contact **our** Data Protection Officer either by email:

thedataprotectionofficer@simplyhealth.co.uk or by post, at:

The Data Protection Officer Simplyhealth  
Guidance, Anton House, Chantry Street, Andover,  
Hampshire, England, SP10 1DE

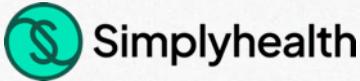
## Who should I talk to if I am unhappy with the way my data is being used?

If **you** are not happy with the **way** we use **your** personal data, **you** can contact **our** Data Protection Officer, or the Information Commissioner's Office (ICO). You can call the ICO on 0303 123 1113, or via their online form: [ico.org.uk/global/contact-us/email/](https://ico.org.uk/global/contact-us/email/)

## About Simplyhealth

Simplyhealth is a trading name of Simplyhealth Guidance Limited. Company No 10476781.

Registered address Anton House, Chantry Street, Andover, SP10 1DE. These **services** are not regulated by the Financial Conduct Authority.



You can contact us here:

**[simplyhealth.co.uk/customercontact](https://www.simplyhealth.co.uk/customercontact)**

or call on:

**0300 100 1020**

Lines are open Monday to Friday, 8am to 6pm.

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Simplyhealth is a trading name of Simplyhealth Guidance. Simplyhealth Guidance is registered and incorporated in England and Wales, registered no. 183035. Registered office: Anton House, Chantry Street, Andover, Hampshire, England, SP10 1DE.

Calls may be recorded for training, monitoring and servicing purposes.

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