

## Audika – Oneplan Rules

### 1. Introduction

**1.1.** We are pleased to introduce You to Oneplan, a Customer care scheme designed to give You total freedom, enjoyment, and trouble-free use of Your Hearing Aids.

**1.2.** As a Member, if You have a problem with Your hearing and/or Hearing Aid, You can receive advice and support by visiting Your nearest Clinic, or by calling Our Customer Service Team for free on 0800 740 8550.

**1.3.** Oneplan is a Customer care scheme owned and operated by Us. No Member has any legal or beneficial ownership of, or rights to, any assets of Oneplan.

**1.4.** These are the rules of Oneplan for Customers joining from 01/01/2021 and shall take effect from 01/01/2021.

**1.5.** The provision of Benefits under the Oneplan scheme is subject to full payment of Subscriptions and is at Our absolute discretion.

### 2. Definitions

**Accessories:** items that are ancillary and unnecessary to the proper functioning of Hearing Aids, including, but not limited to, Hearing Aid accessories, streamers, remote controls, and wireless peripherals that connect to the television or telephone.

**Accidental Damage:** sudden, unforeseen, and unintentional, loss of function, destruction, or damage.

**Audiologist:** any hearing care professional employed by Us, to sell our products, including Oneplan, from Our Clinics, third-party shops, or in Your home. Your nearest Dispenser can be found at [www.audika.co.uk](http://www.audika.co.uk).

**Benefit:** any of the Benefits provided to You under Oneplan, as set out in rule 3.

**Certificate:** the document provided to You at the start of each Membership Year confirming the period of Your Membership, the amount of Your Subscription, Your Membership number, and Your Hearing Aid(s).

**Clinic:** the retail shops operated by Us from which Our products, including Oneplan, are sold. Your nearest Clinic can be found at [www.audika.co.uk](http://www.audika.co.uk).

**Consumables:** items that are integral and necessary to the proper functioning of Hearing Aids, but which are disposable and must be replaced after succumbing to usual wear and tear, including, but not limited to, speaker units, domes, replacement cords, tubing, batteries (including rechargeable batteries), cases, pouches, and wax guards.

**Contribution:** the amount payable by You on provision of a Replacement Aid, being an amount equivalent to 10% of the retail price of Your Hearing Aid or Charger at the time of purchase.

**Credit Sales Agreement:** an agreement for the sale of Hearing Aids under which the purchase price, or part of it, is payable by instalments.

**Crown Dependencies:** Guernsey, Jersey, and the Isle of Man.

**Customer:** any person who has purchased and uses a Hearing Aid from Us.

**Hearing Aids:** hearing aids, or CROS hearing solutions, purchased from Us, or a Dispenser, and used by You (including, if applicable, Upgraded Aids and or Charger), which are not more than 60 months old from the date of first fitting.

**Audika/ Us / We / Our:** Audika Hearing Care Limited, a company limited by shares, incorporated and registered in England and Wales with company number 01990227 whose registered office address is Medway Street, Maidstone, Kent, ME14 1HL.

**Member / You / Your:** any Customer that has been granted Membership and continues in Membership as a Member of Oneplan. Membership shall be construed accordingly.

**Membership Year:** a period of 12 months beginning on the date that Membership is granted, and each successive 12 month period of Membership thereafter.

**Oneplan:** the discretionary Customer care scheme owned and operated by Us from time to time, as set out in these rules.

**Plan Cycle:** a period of 60 months beginning on the date on which Your Hearing Aid or, if applicable, Upgraded Aid was first fitted, and during which We may provide Benefits to You, if You are a Member.

**Replacement Aids:** identical or equivalent hearing aids, of the same functionality as Your current Hearing Aid, subject to availability and Your audiogram test results.

**Spectacle Aids:** bone conductive Hearing Aids sold by Us, or Dispensers, from time to time which are integrated into spectacles worn by the user.

**Subscription:** the payment to be made by You as determined under rule 7.1 of these Oneplan rules, and as set out in the Certificate.

**United Kingdom:** includes the Crown Dependencies, but not Northern Ireland.

**Upgrade Fee:** the amount payable by You on provision of an Upgraded Aid, being an amount equivalent to the difference between the current recommended retail price of Your previous Hearing Aid, and the retail price of the Upgraded Aid.

**Upgraded Aids:** Hearing Aids sold by Us from time to time with higher specifications and/or better functionality than Your current Hearing Aid(s).

### 3. The Benefits included with Membership

**3.1.** All the Benefits are provided at Our absolute discretion and are subject to:

**3.1.1.** You paying the Subscription;

**3.1.2.** where relevant, the Contribution;

**3.1.3.** there being no right for Us to cancel in accordance with rule 6.8; and

**3.1.4.** there being no right for Us to refuse Benefits under rule 4.

### 3.2. Repairs

If, during a Membership Year, You are in the United Kingdom and Your Hearing Aid or Charger is Accidentally Damaged and/or is not working properly, We will, on each occasion at Our absolute discretion, carry out as many repairs as are required to repair the damage and put it in good working order. You must allow Us access to Your Hearing Aid at all reasonable times so that We can carry out repairs.

### 3.3. Replacement Aids and Upgraded Aids

If, during a Membership Year, You are in the United Kingdom and Your Hearing Aid is lost, stolen, or Accidentally Damaged beyond repair, We will, on each occasion at Our absolute discretion and subject to You paying the Contribution, replace Your Hearing Aid with a Replacement Aid, or, subject to You also paying the Upgrade Fee, an Upgraded Aid. The maximum number of replacements (whether Replacements Aids, Upgraded Aids, Charger or a combination of each) that We will provide during the Plan Cycle is two.

### 3.4. Repairs and loss, theft, and Accidental Damage abroad

If, during a Membership Year, You are outside of the United Kingdom for 31 days or less (at any one time) and:

**3.4.1.** Your Hearing Aid is Accidentally Damaged and/or is not working properly, on Your return to the United Kingdom, We will, on each occasion at Our absolute discretion, carry out as many repairs as are required to repair the damage and put it in good working order. You must allow Us access to Your Hearing Aid at all reasonable times so that We can carry out repairs; or

**3.4.2.** Your Hearing Aid is lost, stolen, or Accidentally Damaged beyond repair, on Your return to the United Kingdom, We will, on each occasion at Our absolute discretion and subject to You paying the Contribution, replace Your Hearing Aid with a Replacement Aid, or, subject to You also paying the Upgrade Fee, an Upgraded Aid. The maximum number of replacements (whether Replacements Aids, Upgraded Aids, or a combination of both) that We will provide during the Plan Cycle is two.

### 4. What is not included with Membership

**4.1.** At all times, We retain absolute discretion whether to provide Benefits or not.

**4.2.** Benefits will not be provided to You:

**4.2.1.** For the provision of a Replacement Aid and/or and Upgraded Aid, if You have already received two replacements (whether Replacement Aids, Upgraded Aids, Charger or a combination of both) during a Plan Cycle.

**4.2.2.** If You do not renew Your Membership at the end of the current Membership Year.

**4.2.3.** If Your Membership ceases, is cancelled, or suspended for any reason.

**4.2.4.** If Your Subscriptions have not been paid or are in arrears.

**4.2.5.** If, in accordance with rule 5.2.1, You fail to submit a Benefit request for loss, theft, or Accidental Damage within 14 days of the same occurring.

**4.2.6.** In connection with any Accessories or Consumables.

**4.2.7.** In connection with the lenses of any Spectacle Aids.

**4.2.8.** For repairs to, or the replacement of, any Hearing Aid because of:

**4.2.8.1.** Your neglect, abuse, or misuse; or

**4.2.8.2.** bathing, swimming, diving, or taking part in water sports of any kind; or

**4.2.8.3.** repairs carried out by anyone other than Us, or someone approved by Us.

**4.2.9.** In connection with any Hearing Aid (including, for the avoidance of doubt, Upgraded Aids) which is outside of the Plan Cycle.

**4.2.10.** In connection with any Hearing Aid which is subject to a Credit Sales Agreement under which payments have lapsed or are in arrears.

### 5. How to access Your Benefits

**5.1.** If You need to request a Benefit, then simply call Our Customer Service Team for free on 0800 740 8550. Subject to rule 6.6, if You are still within Your cancellation period and You want to request a Benefit, You must submit this request to Us in writing.

**5.2.** For Benefit requests in connection with loss, theft, or Accidental Damage to a Hearing Aid, You must:

**5.2.1.** submit a Benefit request with 14 days of the loss, theft, or Accidental Damage occurring; and

**5.2.2.** provide reasonable evidence of the loss, theft, or Accidental Damage, as We may require.

**5.3.** Where, following a Benefit request for loss or theft of a Hearing Aid, We provide you with a Replacement Aid and the original Hearing Aid is recovered, You must notify Us within 14 days of its recovery and return the Replacement Aid to Us.

**5.4.** Where You request a Benefit in respect of a Hearing Aid that is subject to a Credit Sales Agreement, and payments have lapsed, or You are in arrears, We may exercise Our discretion to not provide You with a Benefit until Your payments under such Credit Sales Agreement are up to date.

**5.5.** You must do all that You can to keep Our costs of providing You with Benefits as low as possible.

**5.6.** We aim to process and respond to all Benefit requests within 14 days of them being made.

**5.7.** Where a request for a Benefit is because of the actions of a third-party, or where the provision of a Benefit would be covered under a policy of insurance held by You, then You must notify Us of these facts when requesting a Benefit.

**5.8.** If You do not comply with the provisions of this rule 5, then We reserve the right to reclaim all Benefits from You personally.

## **6. Membership of the Oneplan scheme**

**6.1.** Any Customer shall be entitled to apply to become a Member if they have purchased a Hearing Aid from Us, provided that such Hearing Aid is an Oticon or Bernafon device (or such other brands as We may specify from time to time), and have submitted an application for Membership to Us in a form and manner prescribed by Us from time to time.

**6.2.** If You apply for Membership more than 30 days after the date on which Your Hearing Aid was first fitted, We will need to check Your Hearing Aid before We can grant You Membership.

**6.3.** We shall have absolute discretion whether to grant or refuse a Customer Membership, including in circumstances where that Customer would normally be eligible. Our decision shall be final and binding.

**6.4.** We shall keep and maintain a register of Members. This register will not be open to inspection by Members, the public, or any other person, except as required by law.

**6.5.** If You became a Member at the time which You purchased your Hearing Aid(s), You may cancel Your Membership at any time within the first 60 days of that Membership Year. In all other cases, You may cancel Your Membership within the first 14 days of each Membership Year. To cancel Your Membership please notify Us in writing and return Your Certificate to Our registered office address, Your nearest Clinic, or Your Dispenser.

**6.6.** If We provide a Benefit during the relevant cancellation period stated in rule 6.5, You will no longer be able to cancel Your Membership.

**6.7.** We may cancel Your Membership at any time by giving You not less than 30 days' notice in writing.

**6.8.** We, in Our absolute discretion, may cancel Your Membership immediately if You:

**6.8.1.** fail to pay any sum due to Us within 30 days of due date; or

**6.8.2.** obtain a Benefit after knowingly, or recklessly, failing to provide accurate information to Us that, if provided, would have led to Us exercising Our discretion not to provide such Benefit; or

**6.8.3.** request a Benefit and You knowingly, or recklessly, include inaccurate information, facts, or details in such request, or if You knowingly, or recklessly, do not include accurate information in the same; or

**6.8.4.** fail to comply with rule 8.1; or

**6.8.5.** fail to provide Us with further documents when requested; or

**6.8.6.** dishonestly and/or fraudulently secure, or attempt to dishonestly and/or fraudulently secure, a Benefit; or

**6.8.7.** commit a material breach of these rules; or

**6.8.8.** prejudice, or, in Our sole, reasonable opinion, do anything which is likely to prejudice, Our interests and/or reputation.

**6.9.** Your Membership will automatically cease:

**6.9.1.** Either when the Hearing Aid used by You at the time when Your Membership was first granted, or, if applicable, the Upgraded Aid provided to You during Your Membership, falls outside of the Plan Cycle, whichever happens later;

**6.9.2.** if You exercise Your right to cancel the contract for the purchase of Your Hearing Aid(s) to which Your Membership relates, within the cancellation period stated in that contract;

**6.9.3.** on Your death; or

**6.9.4.** on cancellation of Your Membership, as set out in these rules.

**6.10.** On cancellation or cessation of Your Membership, You:

**6.10.1.** will cease to be a Member, and Your name will be removed from the register of Members;

**6.10.2.** will not be entitled to any further Benefits, except (but not where Membership has been cancelled under rule 6.8) for any Benefits due to You at the date of cancellation of Your Membership;

**6.10.3.** without affecting rules 6.11 and 6.12, You will not receive, and will not be entitled to receive, a refund of Subscriptions or any other sums paid to Us in advance in connection with Oneplan.

**6.11.** If You cancel Your Membership in accordance with rule 6.5 (subject to rule 6.6), or it ceases under rule 6.9.3, You will receive a full refund of Subscriptions and any other sums paid to Us in advance in connection with Oneplan.

**6.12.** If Your Membership ceases under rule 6.9.2, You will receive full refund of Subscriptions and any other sums paid to Us in advance in connection with Oneplan. If, however, We have already provided a Benefit to You, and Your Membership ceases under rule 6.9.2, then You will not receive, and will not be entitled to receive, a refund of Subscriptions or any other sums paid to Us in advance in connection with Oneplan..

**6.13.** Membership of Oneplan is not transferable.

**6.14.** For the avoidance of doubt, the provision of Replacement Aids does not extend the duration of Your Membership, or the Plan Cycle.

## **7. Subscriptions**

**7.1.** You will pay a Subscription, at a rate prescribed by Us from time to time, for each Membership Year within the first 14 days of that Membership Year.

**7.2.** If You pay Subscriptions by direct debit, You do not need to do anything on renewal of Your Membership. We will send You an advanced notice stating the Subscription collection date. If You pay Subscriptions in any other way, You must ensure that they are paid in accordance with rule 7.1.

**7.3.** We may, before renewal of Your Membership, increase the Subscription rates for Oneplan. We will take reasonable steps to notify You of such increase. If You pay Subscriptions by direct debit, We will automatically adjust the amount to be collected. Otherwise, You must ensure that Your Subscription payments are increased accordingly.

**7.4.** If You make an overpayment of Subscriptions in any Membership Year, We, in Our absolute discretion, may refund all or part of such overpayment, or set-off all or part of such overpayment against Your Subscription for the following Membership Year.

**7.5.** Data Protection and Direct Debit Information By consenting to set up a paperless Direct Debit, your payment details will be processed securely through our third-party payment provider, Access PaySuite Limited, who facilitate Direct Debit collections on our behalf.

Access PaySuite will process your data in accordance with UK data protection laws and the Direct Debit Scheme Rules. This information will only be used for the purpose of administering your Direct Debit payments and maintaining accurate financial records.

Your data will be handled securely, and in accordance with our privacy policy. Access PaySuite is authorised and regulated by the Financial Conduct Authority (FCA) and complies with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018.

## **8. General**

**8.1.** You must notify Us of any changes to the information provided to Us when applying for Membership. A failure to comply with this rule 8.1 may result in cancellation of Membership under rule 6.8, or We may exercise Our discretion to refuse the provision a Benefit.

**8.2.** You must ensure that Your Hearing Aid is properly maintained and serviced annually by Us. Servicing is provided by Us at Your nearest Clinic, at no extra charge.

**8.3.** These rules are only enforceable by Us, You, and other Members. No third-party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, is entitled to enforce any of these rules.

**8.4.** All Benefits provided under these rules are granted at Our absolute discretion. Our decision is final and binding.

**8.5.** Unless the context requires, words in the singular shall include the plural, and vice versa.

**8.6.** If there is any dispute as to the interpretation of any of these rules, Our decision shall be final and binding.

**8.7.** These rules may be revoked, supplemented, varied, or substituted by new rules from time to time by resolution of Our board of directors. Any change to the rules will take effect on a date specified by Us which shall be not less than 30 days from the date of the relevant resolution. Any minor changes to the rules, or changes which are deemed, in Our absolute discretion, necessary to comply with any law will take effect immediately. We will keep a copy of the current rules on Our website and, after such a request, We can provide a hardcopy to You.

**8.8.** We will hold and use information provided by Members for the administration of Oneplan and for any other connected purpose, in accordance with Our privacy policy, a copy of which is available on Our website.

**8.9.** We may, at any time, delegate any of Our duties or powers to any person We deem appropriate, and on such terms as We may decide.

**8.10.** Oneplan, these rules, and any dispute or claim arising out of or in connection with either, shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with Oneplan or these rules.

**8.11.** Complaints should be submitted in writing to Our Customer Service Team at Audika, Meadow House, Medway Street, ME14 1HL. We aim to respond to any complaints within 8 weeks of receipt.

**8.12.** Any notice or communication to be given by You to Us shall, unless otherwise stated, be in writing and sent by first class pre-paid post, other next working day delivery service, to Our registered office address.

**8.13.** If a court finds some of these rules to be unlawful, the rest will continue in full force and effect.

**8.14.** Nothing in these rules will affect Your legal rights as a consumer.

# For a larger print version, please contact Customer Services