

# VITALITY ESSENTIALS TERMS AND CONDITIONS

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# WELCOME TO VITALITY

# **ABOUT THIS DOCUMENT**

This document reflects the terms and conditions of your Vitality Essentials plan as agreed between Vitality Health Limited (the insurer that underwrites this plan, and provides and administers the Vitality partner benefits) and your employer. Please refer to this document and the Member Zone at member.vitality.co.uk for full details of the benefits available.

# **ABOUT VITALITYHEALTH**

VitalityHealth is owned by Discovery Holdings which was founded in 1992 as a specialist health insurance company in South Africa. For more information visit www.discovery.co.za

# **CONTACTING US**

For more information or further clarification on the benefits and the rules included in this document, you can contact us as follows:

# Online:

Via social media at: twitter.com/Vitality\_UK facebook.com/VitalityUK

Via the Member Zone at **member.vitality.co.uk** and send us a secure message.

# By post to:

VitalityHealth Customer Services Sheffield, S95 1DB

# HOW WE WILL COMMUNICATE WITH YOU

We will use your (the **member's**) email address as the primary form of contact regarding your plan. All plan information can be found by logging in to the Member Zone at: **member.vitality.co.uk** 

#### ABOUT THIS PLAN WORDING

We have tried to make sure that the wording in this document is as clear and straightforward as possible. Please take time to read it carefully, alongside any changes we tell you about.

Certain words used within these terms and conditions have special meaning that we'd like to draw to your attention:

We/us/our - means VitalityHealth

You/your - means the member.

References to the **planholder** mean the **company** or employer which has the contract with us.

We have printed the remaining defined words in bold to help you identify them as you read through this document. You'll find a full explanation of each word in the 'Definitions' section on page 8. If you have any queries about your plan, please speak to your Group Secretary, or call our customer services team who will be happy to help you.

# VITALITY ESSENTIALS EXPLAINED

# VITALITY GP

You are covered for up to four **Vitality GP** video consultations each **plan year.** 

You are not covered for charges for:

- Private GP consultations not arranged through our Vitality GP service
- Diagnostic tests
- Private prescription charges
- Any onward referrals from the Vitality GP to other medical practitioners or services

#### **EMPLOYEE ASSISTANCE PROGRAMME**

At certain stages in life we may face emotional problems that can be hard to cope with, such as stress at work, marital difficulties, debt worries or bereavement.

In those instances, your Employee Assistance Programme can provide support, advice and expert assistance to help you through difficult times.

# This service includes:

- Unlimited access to a 24-hour dedicated helpline providing debt counselling, legal and financial advice
- Confidential face-to-face counselling where required. (Up to six sessions per **plan year**).

The Employee Assistance Programme is only available to you if your **company** has chosen it and it shows on your welcome email.

#### **HEALTH PARTNERS AND DISCOUNTS**

Vitality Essentials provides you with access to health partners and discounts to encourage you to get healthier. There are discounts with our health partners as well as useful tools to help you understand and monitor your health, and set goals to improve it. As you take steps to improve your health you'll earn Vitality points which count towards your Vitality status, helping you to see your progress.

There are four statuses, Bronze, Silver, Gold and Platinum. Everyone starts at Bronze and your Vitality status is then determined by the points you build up throughout the **plan year**.

You can improve your Vitality status by achieving the required number of points to move you from one status to the next; we call this the 'Vitality status threshold'. For example, currently you need 800 Vitality points to reach Silver status and you would need to increase this to 1,600 points to achieve Gold status.

Your Vitality status can go down at each **annual renewal date** if the number of Vitality points you earn during that **plan year** isn't enough to maintain the status you previously achieved. **Members** must be aged 18 or over to benefit.

Full details on how it all works and the health partner benefits and discounts you could enjoy can be found by logging in to the Member Zone at member.vitality.co.uk.

# HOW YOUR HEALTH PARTNERS AND DISCOUNTS

- Health partners can change over time as new opportunities and technologies arise.
   They are also dependent on our relationship with third party providers and the range of services they offer.
- 2. We may change the way we award points and/or eligible partner activities and the Vitality status you may achieve as a result. We may also change our Vitality partners from time to time and the incentives we offer. There may be instances where other aspects, such as particular benefits, may be significantly enhanced, changed or withdrawn.
- 3. These changes may occur if our Vitality partners offer additional services or become unable to maintain their levels of service to us, or where we add new Vitality partners. Changes may also be required to prevent the fraudulent use of benefits. Revisions may be required as a result of other factors beyond our control.
- 4. Benefits can be expressed as a straightforward Pound amount, a percentage discount off a provider's standard price, a percentage cashback on the provider's standard price or as a benefit without a specific retail value. We reserve the right to increase a straightforward Pound amount of a particular benefit during the plan year. If we do need to increase these prices, we will increase them for all our members at the same time, to avoid any confusion.

- 5. The cost of benefits expressed as a percentage discount off a provider's standard price, or as a percentage cashback on the provider's standard price, may vary during the year if that provider changes its standard price. For example if the current discount on a benefit is 50% and the current standard price is £40, the cost to you would be £20. If the standard price was increased to £50, the cost to you would be £25.
- 6. We will usually tell you about any changes to your Vitality partner benefits, including any price increases, at least six weeks before the changes take effect, unless we're unable to do so due to factors outside our control. If your employer is not satisfied with the changes, they may cancel your plan. However, please note that you may still be subject to a notice period of any relevant Vitality partner and to any other relevant terms and conditions of that Vitality partner.
- 7. Please note that the previous clause refers just to changes made within the plan year and does not prevent us from applying changes and price increases at each annual renewal date.

- 8. If your **company** plan is cancelled or if you leave your plan there will be no refund in respect of any partner activities or Vitality points earned.
- Unless we tell you otherwise, the limits associated with the partner benefits we offer will not be multiplied by the number of insurance or other plans you hold with the Vitality Group. For example, if you hold a Vitality Essentials plan provided by VitalityHealth, and another insurance plan provided by VitalityLife, both of which offer the same benefit, you will not get double the benefit allowance. Not all plans offered by the Vitality Group have the same partner benefits. Where you have more than one plan with us, your partner benefits will be based on the plan that, in our view, gives you the most comprehensive package of partner benefits.

# **GENERAL CONDITIONS**

# **PLAN CONDITIONS**

We have the right to alter the terms of your plan at each annual renewal date but we will always give reasonable notice of any changes. Your plan will only be changed at an annual renewal date unless the legal, regulatory requirements and/or tax treatment applying to your plan change, or in accordance with our right as expressed in the Membership section.

### THE LAW APPLICABLE TO THIS PLAN

Your plan is bound by English law and comes under the jurisdiction of the **UK** courts.

The language used in these terms and conditions and any communications relating to them will be in English. The contents page and any headings are for convenience only and do not form part of the plan itself and nor do they affect its construction.

If you have any queries about your plan, please speak to your Group Secretary, or call your customer services team who will be happy to help you.

# **MEMBERSHIP**

# WHO CAN BE COVERED UNDER THIS PLAN?

Subject to the agreement of the **planholder**, the following people may apply to join this scheme:

Any **employee** aged 18 or over at their **benefit start date**, providing they meet the eligibility criteria of this plan and as agreed with the **planholder**. They will join as a **member**.

Any **member** must live in the **UK** for at least 180 days per **plan year**.

# IF YOUR COMPANY PLAN IS CANCELLED OR IF YOU LEAVE THE COMPANY

If your Vitality Essentials plan is cancelled for any reason, or if you leave the **company**, then your Vitality partner benefits will end on the cancellation date, or on your leaving date, whichever is the earlier. Any ongoing contracts or memberships you have with Vitality partners may revert to the normal rate and the discounts may not apply.

# **DEFINITIONS**

These definitions are shown in **bold** print throughout these terms and conditions and have the same meaning wherever they appear. If you have any difficulty understanding any part of the terms and conditions, please contact us.

## ANNUAL RENEWAL DATE

The date, 12 months after the **plan start date**, and each anniversary after that date.

# **BENEFIT START DATE**

The date on which each **member's** benefit starts.

#### **COMPANY**

The employer who has agreed with us to operate a scheme for their **employees** to cover **members**.

# **EMPLOYEE**

A person engaged for reward by the **planholder** on a contract of service for a minimum of 15 hours per week and subject to PAYE.

#### MEMBE

Any qualifying **employee** associated with the **company** who we accept to cover.

# PLAN START DATE

The date on which the plan began.

# **PLAN YEAR**

A period of 12 months from the **plan start date** or from any **annual renewal date**.

# **PLANHOLDER**

The **company** which has the contract with us.

#### UK

Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man.

# VITALITY GP

A medical practitioner who you contact using our dedicated advice line or Vitality GP app.

# COMPLAINTS PROCEDURE

#### **OUR COMMITMENT TO YOU**

We understand that sometimes things can go wrong. You're important to us, so if you've reason to complain we want to know so we can improve our products and services.

#### HOW WE HANDLE COMPLAINTS

- We'll try to resolve any issues you encounter as soon as we're aware of them
- If you're not happy with how we've dealt with your concerns, we'll give you a direct contact within our Relationship Management Team who will look into things further with you
- We will fully acknowledge and investigate your complaint and ensure that we address everything as soon as possible
- We'll be impartial, admit if we've done something wrong and do all we can to make things right
- We will always try our best to contact you to let you know the outcome of your complaint
- We'll adhere to the guidelines of our regulators, the Financial Conduct Authority, and to the principles of Treating Customers Fairly.

The time it takes to resolve your complaint will depend on how complex it is and how much investigation we have to do. We'll try to resolve your complaint as quickly as possible and keep you informed of our progress along the way.

#### **HOW TO CONTACT US**

You can contact us by letter, phone or email. It'll help if you give your name, address and plan number. If you choose to send information to us by email, there are some security measures that you should consider.

To find out more about these measures, please visit vitality.co.uk/data-protection. If you're unsure if you can securely send us an email, it is always safer to send documents to us by post.

VitalityHealth Customer Services Sheffield, S95 1DB

#### WHAT IF YOU'RE UNHAPPY WITH THE OUTCOME

We want to resolve complaints to your satisfaction whenever possible. If you disagree with our final decision, you may be able to refer your complaint to the Financial Ombudsman Service within six months of the date of our final decision.

The Financial Ombudsman Service is an impartial adjudicator and provides a free, independent service for resolving disputes with financial services firms.

You can contact the Financial Ombudsman in the following ways:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Enquiry line: 0800 023 4567

Website:

financial-ombudsman.org.uk/consumer/complaints

Email:

complaint.info@financial-ombudsman.org.uk

If you contact the Financial Ombudsman Service, this does not affect your right to take legal action if you are dissatisfied with and do not accept the outcome of the review.

# OTHER IMPORTANT INFORMATION

# VITALITYHEALTH DATA PROTECTION NOTICE

# Why should you read this notice?

We think it is important for all of our members to be made aware of what information Vitality holds about them and to have the reassurance of knowing that we comply with data protection legislations. The following is a summary of our Privacy Policy. For details of the full Privacy Policy please visit vitality.co.uk/privacy.

# Who Vitality are

Vitality is part of the Discovery Group of companies and is owned by Discovery Limited, a financial services firm based in South Africa.

Vitality Corporate Services Limited is an authorised intermediary of Vitality Health Limited ("VitalityHealth"), Vitality Life Limited ("VitalityLife") and ("VitalityInvest"). Together Vitality arranges and administers products provided by VitalityHealth, VitalityLife and VitalityInvest. Vitality Corporate Services Limited is the data controller for the management of interactions between us and you; VitalityHealth and VitalityLife and VitalityInvest respectively are the data controllers for the personal data and special category data that you or your representative provide to us.

# Sharing your personal data

We may need to share your personal data for legal or regulatory purposes, with your authorised representative where you have appointed an insurance or financial adviser or with other companies in order to provide our products and services.

# Group plans

As you belong to a group plan you may want to ask your employer whether an insurance or financial adviser or other representative has been appointed, so that you know who may have access to your personal data.

# Marketing

Vitality Corporate Services Limited would like to send you information about our products and future products, which currently include health and life insurance, investments and general insurance. We are focused on bringing exciting new products to you and to enhance those already available by offering improved services and benefits as a Vitality member.

When you become a member of a Vitality plan, you will be provided with access to the Member Zone where you can manage your marketing preferences and choose your preferred method of receiving information about our products, services and the benefits at any time.

# Data protection complaints

We want all of our members to be happy with the way their personal data, health data and medical information has been processed by us. If you are unhappy about the way we have managed your personal data we would like to know about it as we are constantly striving to ensure we do the right thing and we would like to be able to put things right.

You'll find the contact details for our complaints teams at: vitality.co.uk/legal/complaints

However, if you are still dissatisfied you have the right to contact the Information Commissioner, who regulates compliance with data protection regulation and laws at: ico.org.uk

You can also call the ICO on **0303 123 1113** or **01625 545 745**, or write to them at:

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF

If you have any queries in respect of your data protection rights or the way your personal data is processed by Vitality, please call us on **0207 133 8600**, or write to us at:

Data Protection Officer Vitality 70 Gracechurch Street London EC3V 0XL

All information about data protection and privacy can be found at **vitality.co.uk/privacy** 

# IMPORTANT REGULATORY INFORMATION

VitalityHealth is a trading name of Vitality Health Limited and Vitality Corporate Services Limited. Vitality Health Limited, registered number 05051253 is the insurer that underwrites this plan. Vitality Corporate Services Limited, registered number 05933141 acts as an agent of Vitality Health Limited and arranges and provides administration on plans underwritten by Vitality Health Limited.

Registered office at 3 More London Riverside, London, SE21 2AQ. Registered in England and Wales. Vitality Corporate Services Limited is authorised and regulated by the Financial Conduct Authority. Vitality Health Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You can check our authorisation on the Financial Services Register by visiting the Financial Conduct Authority's website: **register.fca.org.uk** or by contacting them directly on **0800 111 6768.** 

