

Sharing the benefits  
of healthy investing



# VitalityInvest ISA and Junior ISA with Healthy Fee Saver.

Terms and Conditions and policy document.

# Contents.

<b>Your VitalityInvest ISA or Junior ISA with Healthy Fee Saver</b>	<b>4</b>
<b>Terms and conditions of the VitalityInvest ISA and Junior ISA with Healthy Fee Saver</b>	<b>6</b>
1. Structure of the plan and its documentation	6
2. Eligibility	6
3. Tax and limits	7
4. Investments	7
5. Payments into the plan	7
6. Your right to cancel	8
7. Taking money out of a plan	8
8. If your child becomes terminally ill	9
9. If you die	9
10. Transfers out	10
11. Valuing a plan	10
12. Adviser charges	10
13. Vitality Select	11
14. Changes to the terms and conditions and events beyond our reasonable control	11
15. Discontinuance of the plan	12
16. Compensation	12
17. Complaints	13
18. Laws and jurisdiction	13
19. Rights of third parties	13
20. Invalidity and severability	13
21. Liability of Vitality	13
22. Data protection notice	14
23. Change in circumstance	15
24. Conflicts of interest	15
<b>Policy document</b>	<b>16</b>
1. The policy	16
2. Investment links available within the policy	16
3. Cash account	17
4. Investment of payments into the policy	18
5. Purchasing and selling units in funds	18
6. Switching between funds	19
7. Valuing the policy	19
8. Death benefit	20
9. Charges	21
10. Vitality status and ill health	22
11. The Vitality Commitment	23
12. Changes to the terms of the policy and events beyond our reasonable control	24

<b>Vitality Select</b>	<b>25</b>
1. What is Vitality Select?	25
2. Vitality Commitment	25
3. How often can we change the price of partners or rewards?	26
4. Can changes you make to your plan affect Vitality Select?	26
5. Cancelling Vitality Select	26
<b>Glossary</b>	<b>27</b>
<b>Notes</b>	<b>29</b>

## Your VitalityInvest ISA or Junior ISA with Healthy Fee Saver.

This document is appropriate for both customers who have received financial advice and those who have chosen not to seek financial advice. Where references to *financial advisers* or the costs of advice are made, these are only applicable to customers who have sought financial advice. This document contains:

- *Terms and Conditions* of the VitalityInvest ISA and VitalityInvest Junior ISA with Healthy Fee Saver (the *plan*) - This explains how the *plan* works including details about how to pay money into a *plan*, your options and choices when you take money out of a *plan*, how we value the plan and, if applicable, how you can pay your *financial adviser* through a *plan*.
- *Policy Document* for the life insurance Policy (the *policy*) in which the *plan* invests - This explains how you choose the investments to which the *policy* is linked, how charges are deducted and how these may be affected by your *Vitality status*, and how you become eligible for this benefit.

The *Terms and Conditions* and the *Policy Document* also set out the circumstances in which we may make any changes to them.

You should read this document together with the following:

- The *Fund Factsheets*, Key Information Documents, Supplementary Information Documents and Key Investor Information Documents for your chosen *funds* in respect of the *policy*;
- The VitalityInvest ISA and Junior ISA with Healthy Fee Saver Plan Summary;
- your personalised Key Features Illustration;
- The *Charges Schedule*;
- The Plan Schedule.

In this document, *we, us* and *our*, means Vitality Life Limited. *You* or *your* means the owner of the VitalityInvest ISA with Healthy Fee Saver or the registered contact for the VitalityInvest Junior ISA with Healthy Fee Saver, unless stated otherwise. The VitalityInvest ISA and Junior ISA with Healthy Fee Saver are referred to in this document as "*your plan*" or "*your child's plan*" or when referring to both then "*a plan*". We have put some other words in *italics*. We explain what we mean by these words in the 'Glossary' section on page 27.

**If you would like this document in large print or braille, please contact us on 0333 99 60 400 or speak to your financial adviser if you have one.**

## VitalityInvest

VitalityInvest is a trading name of Vitality Life Limited (an insurer) and Vitality Corporate Services Limited (an insurance distributor).

Vitality Life Limited is registered in England and Wales with Company Number 03319079. It is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA).

Vitality Corporate Services Limited is registered in England and Wales with Company Number 05933141. It is an authorised intermediary of Vitality Life Limited and arranges and administers the VitalityInvest ISA and Junior ISA with Healthy Fee Saver on behalf of Vitality Life Limited.

Registered offices at 3 More London Riverside, London SE1 2AQ.

These *Terms and Conditions* are issued by Vitality Life Limited as manager of the VitalityInvest ISA and Junior ISA with Healthy Fee Saver. The *policy* is issued to you by Vitality Life Limited as insurer. Vitality Life Limited owns the *Vitality funds* available within the VitalityInvest ISA with Healthy Fee Saver and Junior ISA.

Vitality Life Limited will manage the VitalityInvest ISA and Junior ISA with Healthy Fee Saver in accordance with the ISA regulations. If Vitality Life Limited delegates any functions or responsibilities under these *Terms and Conditions* to another firm or individual, Vitality Life Limited will satisfy itself that the firm or individual is competent to carry out those functions and responsibilities. Vitality Life Limited will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, *your plan* or *your child's plan*, has or will, become void.

## How to contact us

If there is anything that is not clear, please speak to your financial adviser, if you have one, or you can contact us.

- Email: [investcustomerservices@vitality.co.uk](mailto:investcustomerservices@vitality.co.uk)
- Write to us at VitalityInvest, Sheffield, S95 1DD
- Call us on 0333 99 60 400. Calls to 03 numbers are charged at local rates. Call charges may vary, please check with your service provider. We may record or monitor calls to help improve our service. For details visit [vitality.co.uk/contact](http://vitality.co.uk/contact).

If you choose to contact 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](http://vitality.co.uk/data-protection). If you're unsure if you can securely send us an email, it's always safer to upload documents to your 'My Documents' page on the Invest section of your Member Zone, or give us a call.

# Terms And Conditions of the VitalityInvest ISA and Junior ISA with Healthy Fee Saver.

## 1. Structure of the plan and its documentation

Vitality Life Limited acts as the manager of the ISA and Junior ISA with Healthy Fee Saver and will operate *your plan* and *your child's plan* in accordance with these *Terms and Conditions*.

*Your plan* or *your child's plan* will be set up based on information provided as part of *your* application for the *plan* and, where relevant, *your* applications in relation to subsequent subscriptions, *transfer payments* or claims. If any of this information is incorrect, we may need to amend or cancel *your plan* to reflect the correct information. If any of *your* information changes, including a change of address, then *you* must inform us of this as soon as possible to enable us to update *our* records.

*Your plan* will be, and must remain in, *your* beneficial ownership, or that of *your child* for *your child's plan*. It must not be used as security for a loan.

*Your plan* or *your child's plan* will be opened once we have accepted *your* application. As part of *your* application we must conduct a number of checks on *you* including any money laundering and verification requirements. If we accept *your* application, the start date of *your plan* or *your child's plan* will be confirmed to *you* in *your* Plan Schedule. We will contact *you* at least once a year to provide *you* with an update on *your plan* or *your child's plan*. The first *policy year* will run from the date a *plan* starts until the next *policy anniversary*. For subsequent *policy years*, it will be the period between the annual *policy anniversaries*.

The *policy* will be split into a series of 10,000 identical individual policies (known as *policy segments*). This is to enable flexibility if part of the value of the *plan* is to be withdrawn or cancelled for any reason. One or more individual policies can be terminated without affecting any other policies, which can remain in force.

We will make available, and upon *your* written request, copies of the annual report and accounts issued by every company or other information in respect of shares, securities or *units* which are held directly in *your plan* or *your child's plan*.

## 2. Eligibility

### For ISAs

To start *your plan*:

- *you* must be at least 18.
- *you* must also be a UK resident as defined by HM Revenue & Customs.
- *you* must not subscribe to another stocks and shares ISA during a tax year that *you* subscribe to *your plan*. If *you* do this then *you* may void *your plan*.

### For Junior ISAs

To start *your child's plan*:

- *you* must be at least 18 and *you* must be the parent or legal guardian of the child for whom the Junior ISA is set up for.
- *your child* must be under 18, and a UK resident as defined by HM Revenue & Customs.
- *your child* must not have a Child Trust fund account (unless this is being transferred into the Junior ISA).
- *your child* may only hold one stocks and shares Junior ISA at any time. If they do hold more than one stocks and shares Junior ISA then *your child's plan* may become void.

*You* will not be eligible for a *plan* if *you* are an undischarged bankrupt.

We cannot accept an application for business from any citizen or resident of the USA or a USA Green Card holder. "USA" means all state, territories or possessions of the United States of America and the District of Columbia.

As part of *your* application we will share your data with credit reference agencies for security purposes. This check (known as a “soft search” or “quotation search”) will not affect *your* credit score or be visible to lenders.

### Junior ISAs when your child reaches age 18

When *your child* reaches age 18 the Junior ISA will become an ISA in *your child's* name and they will have full ownership and control of the *plan*. *You* will no longer act as the registered contact and *you* will not be able to access information about *your child's plan* or have any control of *your child's plan* from that date onwards.

### 3. Tax and limits

The rules relating to the tax treatment of *your plan* and *your child's plan* are set by HMRC and are subject to change from time to time. The following information is correct at the time this document was issued to *you* and may change in the future.

#### Subscriptions

Subscriptions to your ISAs or *your child's* Junior ISAs are subject to an annual limit for each tax year, which is set by HMRC.

The subscription limits for the 2022/2023 tax year are:

- ISA: £20,000
- Junior ISA: £9,000

Subscriptions to *your ISA* may only be made if *you* are a UK resident as defined by HMRC, a Crown employee serving overseas, or are married to or in a Civil Partnership with a Crown employee. Subscriptions to a Junior ISA can only be made if *your child* is a UK resident as defined by HMRC.

Each tax year *you* are only able to subscribe to one stocks and shares ISA, one cash ISA, one innovative finance ISA and one Lifetime ISA. Subscriptions on behalf of *your child* each tax year can only be made to one stocks and shares Junior ISA and one Cash Junior ISA. The overall subscription limit can be invested in one type of ISA or can be divided between some or all of the four different types of ISAs or the two types of Junior ISAs.

It is not possible to make subscriptions to a Junior ISA for a child who has a Child Trust fund account.

#### Investment

*You* will not pay tax on any income or capital gains on *your ISA* or Junior ISA investment.

#### Withdrawals

*You* will not pay tax on any money *you* take out of an ISA. However, it is not normally possible to take money out of a Junior ISA before *your child* is aged 18.

#### Further information

*You* are responsible for ensuring that *you* do not exceed the annual ISA subscription limit and that *you* do not make any ineligible subscriptions. If *you* have any concerns or questions *you* should check with *your financial adviser* or seek professional tax advice. For more details please see the HMRC website.

### 4. Investments

All payments into a *plan* received by Vitality Life Limited as ISA manager will automatically be treated as having been invested in the *policy*. *You* will be the life assured on the *policy for your plan* and *your child* will be the life assured on *your child's plan*. The value of the *policy* will be linked to the value of one or more *funds* that we make available, and any amount held in the *cash account*. *You* can choose which *funds* *you* would like the value of the *policy* to be linked to. *You* will not be the legal or beneficial owner of these *funds*. Please see section 'Policy Document' starting on page 16 for details of the operation of the *policy*.

### 5. Payments into the plan

The payments that can be made into a *plan* are:

- Subscriptions made by *you*, or
- *Transfer payments* from another ISA or Junior ISA or Child Trust fund account.

Payments must meet the minimum payment amount at the time the payment is made. Details of the minimum payment amount will be available on *our* website. All payments must be paid in the currency of the UK.

Any payments received before a *plan* has been opened will be held by *us* in a suspense account (see section 1 'Structure of the *plan* and its Documentation' for details of when a *plan* starts). If we have not opened the *plan* within a few days of receiving *your* first payment we will return *your* money.

*You* can pay regular subscriptions into a *plan* by Direct Debit, or *you* can pay single subscriptions by bank transfer, debit card, or any other forms of payment that we may agree to.

Once we have received a cleared payment, it will be automatically invested in the *policy*.

You can only pay subscriptions to *your plan* if you are a UK resident as defined by HMRC, are a Crown employee working overseas, or you are married to or in a Civil Partnership with a Crown Employee. You can only pay subscriptions to *your child's plan* if *your child* is a UK resident as defined by HMRC. If you or *your child* do not meet this requirement when you make a subscription, or if any subscriptions exceed the annual HMRC subscription limit, these will need to be removed from *your plan* or *your child's plan* and the policies that those subscriptions were paid to will be terminated (as stated in section 1 'Structure of the *plan* and its documentation', the *policy* is made up of a series of 10,000 identical individual policies so that only the relevant ones will be terminated). The policies that are terminated will be subject to income tax under the chargeable gains tax regime, covering all gains since the start date. **It is therefore very important that you or your child meet the residency requirements and do not exceed the annual HMRC subscription limit.**

#### **Automatic increase of regular subscription**

You may choose to have regular subscriptions increased each year in line with an inflation related index of *our* choice. We will currently use the Consumer Price Index (CPI). We may change which inflation related index we use from time to time depending on changes to the index or its general appropriateness for increasing regular subscriptions. If we do this then we will give you 30 days' notice.

If you choose to have the regular subscription increased in line with the inflation related index, the subscription amount will increase every 12 months following the first regular payment. We will provide you details of the new subscription amount at least 30 days before it is due.

We will calculate the increase in the subscription using the 12 month increase in the latest index value published during the second month preceding the date of increase. For example, if *your* regular subscription is due to increase in June 2021, we will base this on the 12 month increase in the index figures published from April 2020 to April 2021.

Please note that the Office for National Statistics produce the figures for CPI. They will normally publish the figures in the following month to which they apply due to the time it takes to calculate the value. For example, the figures for March 2021 are published in April 2021.

## **6. Your right to cancel**

You have 30 days from the date you receive your cancellation notice to cancel *your plan* or *your child's plan*. If you do wish to cancel then you will need to contact us using the details as set out in the cancellation notice.

If you have started the *plan* with a one-off subscription or a *transfer payment* and there is a fall in the value of the *plan* before you exercise your right to cancel, then the amount returned will reflect this loss in value. It will also reflect any Adviser Charges already paid to *your financial adviser*. You will need to speak to *your financial adviser* if you wish to claim the Adviser Charges back.

For *plans* started with a *transfer payment* from another ISA, Junior ISA or Child Trust fund Account, we will need to return this to the previous product provider. The previous product provider may not accept the return of the *transfer payment*, in which case you will need to provide us with details of an alternative ISA or Junior ISA that you would like us to send the *transfer payment* to within the 30-day period.

For *plans* started with single subscriptions or regular subscriptions, we will make the payment to the bank account from which it was paid to us.

If you do not cancel *your plan* or *your child's plan* within the 30-day period, the *plan* will continue with us and operate as set out in these *Terms and Conditions*.

## **7. Take money out of a plan**

### **ISAs**

You can choose to take money out of *your plan* at any time. You can do this by either taking single withdrawals or regular withdrawals.

### **One-off withdrawals**

You can request a single withdrawal from *your plan* at any time. This will be paid via the *cash account*. If there is insufficient money available in the *cash account* then you must first instruct us to sell *units* in one or more *funds* that the *policy* is linked to. We will process the sale of *units* in the *funds* upon receiving *your* instruction as set out in the *Policy Document* section 5 'Purchasing and selling *units* in *funds*' on page 18. Once the sale is complete and the money is available in *your cash account*, you can then request to withdraw the amount. We will make the payment to you, which can take up to three working days to reach *your* bank account.



## Regular withdrawals

You can choose to take regular withdrawals, either monthly, quarterly, half-yearly or yearly. You can choose for this to be increased, decreased (subject to *our* minimums), stopped or re-started.

You can choose for *your* regular withdrawal to be paid by *us* on any day of the month from the 1<sup>st</sup> to the 28<sup>th</sup>. You can change this date in the future. If this date falls on a non-working day then we will make the payment to *you* on the next working day. Please note that it can take up to three working days to receive the payment into *your* bank account from the date we make the payment to *you*. If the income amount being taken is linked to the variable income paid out from income *units* in one or more *funds*, then *you* may not be able to choose the date of the month that it will be paid to *you*. In this instance there will be a set date each month that we will pay amounts linked to natural income.

Regular withdrawals will be paid from the *cash account* within the *policy* and will follow the terms set out for automated transactions. For details of how this operates please see the *Policy Document* section 3 'Cash account' on page 17.

If *you* have insufficient money available in the *cash account* to cover the income payment, we will sell *units in funds* the *policy* is linked to. The date that *units* will be sold will be in advance of the date *you* choose *your* payment to be made on, as shown in the following table.

Date chosen for regular withdrawal payment	Date units will be sold (prior to date chosen for regular withdrawal payment)
14 <sup>th</sup> to 23 <sup>rd</sup>	1 <sup>st</sup>
24 <sup>th</sup> to 5 <sup>th</sup>	11 <sup>th</sup>
6 <sup>th</sup> to 13 <sup>th</sup>	21 <sup>st</sup>

If the date that the *units* are to be sold falls on a non-working day, *units* will be sold on the next working day.

If we receive an instruction to change *your* regular withdrawals at least 10 working days before *your* next payment is due then the changes will take effect from the next payment. If we receive an instruction less than 10 working days before *your* next payment is due then the change will take effect from the subsequent payment.

## Junior ISAs

It is not normally possible to take money out of a Junior ISA unless *your child* becomes terminally ill. Please see section 8 'If *your child* becomes terminally ill' below for more information.

When *your child* reaches age 18, the Junior ISA will become an ISA and the withdrawal options that apply to ISAs will then apply.

## 8. If your child becomes terminally ill

You may be able to withdraw money from *your child's plan* before they reach age 18 on the grounds of terminal ill health. To be eligible to do this we must receive satisfactory evidence from a registered medical practitioner that *your child's* life expectancy is less than a year.

## 9. If you die

### For ISAs

The death benefit will be calculated on the date that we receive all of *our* requirements to confirm *your* death. Please see the *Policy Document* section 8 'Death benefit'.

We will pay interest on the death benefit until the point at which the value of *your plan* is paid to *your* estate. *Your plan* will end when such payment is made to *your* estate or, if earlier, when either the administration of *your* estate is completed or a period of 3 years has passed since the date of *your* death. The tax advantages of *your plan* will cease at that time. The value of the *plan* will form part of *your* estate for inheritance tax purposes.

If *you* have a surviving spouse or registered civil partner, they will be entitled to subscribe an additional amount to their own ISA within 3 years of the date of *your* death or if later, within 180 days of the completion of the administration of *your* estate. This is known as an 'Additional Permitted Subscription' and is subject to the maximum of the value of *your plan* at the date of *your* death or the date *your plan* ceases to be a continuing account (ie the earlier of the date on which the administration of *your* estate is completed or which is 3 years after *your* death).

### For Junior ISAs

The death benefit will be calculated on the date that we receive all of *our* requirements to confirm *your child's* death. Please see the *policy Document* section 8 'Death benefit'.

*Your child's plan* will end and the tax advantages of *your child's plan* will cease at that time. The value will form part of *your child's* estate for inheritance tax purposes.

### For both ISAs and Junior ISAs

The tax advantages of the ISA will cease when the *plan* ends. Any interest paid on the value after the end date will be subject to income tax.

## 10. Transfers out

You may choose at any time to close the *plan* and have a *transfer payment* made to another ISA held with an HMRC authorised ISA manager. We do not allow partial transfers out.

The amount of the *transfer payment* will be the value of the *plan* as calculated in the 'Valuing a *plan*' section on page 11. We will calculate the value following satisfaction of all our requirements. We will normally ask for:

- an instruction to transfer the value of *your plan* to another HMRC authorised ISA manager, and
- details of the new ISA and the manager to ensure that it is an HMRC authorised ISA.

We do not charge a fee for transferring a *plan*.

## 11. Valuing a plan

The value of a *plan* will be the value of the *policy* and, following *your* death, for as long as a *plan* is a continuing account ISA (see section 9 'If you die' on page 10), any interest payable on the death benefits. The *policy* is the only investment held within a *plan* and its value will be linked to the value of one or more *funds* that we will make available, together with any amount held in the *cash account*. Please see the *Policy Document* section 7 'Valuing the *policy*' on page 19 for more details.

## 12. Adviser charges

If applicable, you will agree with *your financial adviser* how to pay for their services in respect of *your plan* or *your child's plan*. These payments can be made directly from you to *your financial adviser* or we can arrange for it to be paid through the *plan* (these payments are not set by us or payable to us). There are different ways that we can deduct this payment from a *plan* depending on the type of payment that you wish to make to *your financial adviser* for the service that they are providing you with. You will need to give us instructions in relation to such payments.

### ISAs

The amount deducted from *your plan* to pay Adviser Charges is treated as a withdrawal from *your plan*. As *your plan* is a flexible ISA, the amount of the Adviser Charges deducted in a tax year will be taken into account in calculating *your* remaining annual ISA subscription limit for that tax year. Initial Adviser Charges for single subscriptions and *transfer payments* are deducted before the payment is made into *your plan* which means that they will not affect *your* annual ISA subscription limit.

### Junior ISAs

A Junior ISA cannot be a Flexible ISA. This means that any amount deducted from *your child's plan* each tax year to pay Adviser Charges cannot be taken into account when calculating *your child's* remaining annual Junior ISA subscription limit for that tax year. Initial Adviser Charges for single subscriptions and *transfer payments* are deducted before the payment is made into *your child's plan* which means that they will not affect *your child's* annual Junior ISA subscription limit.

### Initial Adviser Charge

This is normally to pay for the advice given to set up *your plan* or *your child's plan* or to make additional payments to it. The Initial Adviser Charge can be paid as a percentage of a single subscription or *transfer payment* that is paid into the *plan*, or as a flat charge amount for any type of payment. These amounts are taken as a one-off amount for single subscriptions or *transfer payments*, or are spread over a period of months for regular subscriptions.

#### Single subscriptions and transfer payments

For Initial Adviser Charges on single subscriptions and *transfer payments* made to us, we will deduct the amount from the payment before we add it to a *plan* and therefore before it is invested in the *policy* and *units* are purchased.

#### Regular subscriptions

For Initial Adviser Charges on regular subscriptions, where the Initial Adviser Charge is paid in instalments over a number of months, we will deduct the amount each month from the *cash account*.

We will deduct the monthly amount from the value of a *plan* from the *cash account* on the same date of the month that you have chosen for us to collect *your* Direct Debit. If there is insufficient money available in the *cash account* on that day, *units* in the *funds* will be sold in advance to cover the amount due as shown in the following table.

Date that initial adviser charge is due	Date units will be sold (prior to date initial adviser charge is due)
14 <sup>th</sup> to 23 <sup>rd</sup>	1 <sup>st</sup>
24 <sup>th</sup> to 5 <sup>th</sup>	11 <sup>th</sup>
6 <sup>th</sup> to 13 <sup>th</sup>	21 <sup>st</sup>

If the date that the *units* are to be sold falls on a non-working day, *units* will be sold on the next

working day. Please see the *Policy Document* section 3 'Cash account' on page 17 for details of the order in which *units* in the *funds* will be sold.

### Ongoing Adviser Charge

This is to pay for ongoing advice or related services provided by *your financial adviser*. The Ongoing Adviser Charge can either be a percentage of the value of *your plan* or *your child's plan* on a monthly basis, or a fixed amount on either a monthly or quarterly basis.

We will deduct the monthly amount from the value of a *plan* from the *cash account* on the 1<sup>st</sup> of the month. If there is insufficient money available in the *cash account* on that day, *units* in the *funds* will be sold to cover the amount due. Please see the *Policy Document* section 3 'Cash account' on page 17 for details of the order in which *units* in the *funds* will be sold. *Units* will be sold on the 1<sup>st</sup> of the month, or if that date is not a working day then *units* will be sold on the following working day.

If the charge is a percentage of the value of *your plan* or *your child's plan* rather than a fixed amount, the charge is calculated monthly and will be 1/12<sup>th</sup> of the annual rate of the Ongoing Adviser Charge. The rate will be applied against the daily average value of the *plan* over the previous calendar month.

### Ad hoc Adviser Charge

This is normally to pay for any other type of advice provided that is not covered by an Initial or Ongoing Adviser Charge. This can be paid at any time.

This will be paid via the *cash account*. If there is insufficient available money in the *cash account* then you must first instruct us to sell *units* in one or more *funds* that the *policy* is linked to. We will process the sale of *units* in the *funds* upon receiving *your* instruction as set out in the *Policy Document* section 5 'Purchasing and selling *units* in *funds*' on page 18. Once the sale is complete and the money is available in *your cash account*, you can then request for the Ad hoc Adviser Charge to be paid.

### Changing an Adviser Charge

You can instruct us to change or cancel *your* future Adviser Charge payments by contacting us. If we receive *your* instruction to change *your* Adviser Charge 10 working days before *your* next payment is due then the changes will take effect from the next payment. If we receive *your* instruction less than 10 working days before *your* next payment is due then the change will take effect from the subsequent payment.

### Our right to refuse Adviser Charge payments

We reserve the right to refuse to make an Adviser Charge payment or to cease future Adviser Charge payments in order to ensure that we comply with any new or existing legislation and/or regulatory guidance. In this instance you will need to agree with *your financial adviser* to pay them directly.

### Reversing or refunding Adviser Charges

We will not be liable for any Adviser Charges that are facilitated through *your plan*. You must speak directly with *your financial adviser* to claim back any charges that were paid. We will not refund any Adviser Charges unless it was paid as a result of *our* error as these are amounts which were effectively due to you but which we have, on *your* instructions, paid to *your financial adviser*.

## 13. Vitality Select

*Your plan* comes with Vitality Select.

Vitality Select provides you with access to a number of health and reward partners under the Vitality Select version of *our Vitality Programme*. This includes activities and health partner discounts to help participants get and stay healthy for less. Vitality Select also provides you with access to the *Healthy Living Discount* (see section 9 of the *Policy Document* for more details).

By completing activities under the *Vitality Programme*, you will earn Vitality points. The Vitality points earned allow you to achieve a *Vitality status*.

There are four *Vitality statuses*, Bronze, Silver, Gold and Platinum. The higher *your Vitality status*, the bigger the rewards and the higher the discounts you will receive.

For more details and about the rewards and discounts that apply, please visit [vitality.co.uk/investments/partners-and-discounts](http://vitality.co.uk/investments/partners-and-discounts).

Please see 'Vitality Select Terms and Conditions' starting on page 25 for full details.

## 14. Changes to the Terms and Conditions and events beyond our reasonable control

We may make changes to these *Terms and Conditions* where we consider it reasonably necessary or prudent to do so. We will generally only make changes for the reasons listed below.

If we make a change for the following reasons, we will provide you with at least 90 days' notice or as much notice as is reasonably possible in the circumstances.

- If there are changes in applicable law (including HMRC practice, tax rules and reporting requirements) or regulation which have an effect on *your plan* or *your child's plan*, or *our* interpretation of these, in relation to either *you* or *us*;
- Due to the recommendations of an Ombudsman, regulator, or similar body, or code of practice.

If we make a change for the following reasons it will be based on *us* reasonably believing that such changes will not result in any significant disadvantages or cost to *you* and *we* will provide *you* with at least 30 days' notice or as much notice as is reasonably possible in the circumstances:

- Due to changes in the way we administer *your plan* or *your child's plan*, including introducing new systems, services, facilities, and changes in technology;
- To reflect legitimate increases or reductions in the cost of *us* providing the *plan*;
- Due to changes in the ownership of *our* business or how it operates;
- Due to changes to services relating to the *plan* supplied to *us* by third parties; or
- If there are changes in general practice within the financial services industry.

We may also make changes to correct errors and we will give *you* notice of such changes.

There may be some circumstances that are beyond *our* reasonable control which may mean that *we* are unable to carry out *our* obligations such as:

- Failure of technology, communications or other networks that *we* rely on;
- Significant disruption of a financial market;
- Industrial action; or
- Civil commotion, war, terrorist attack or threat.

If we are unable to carry out any of *our* obligations, *we* will act reasonably and contact *you* as soon as practicable to inform *you* of how this affects *your plan* or *your child's plan* with *us*. This may include making changes to these *Terms and Conditions*.

We will not be liable for any loss or damage *you* may incur as a result of such events beyond *our* reasonable control.

All changes made will be proportionate to the underlying reason for the change. If *you* are unhappy with any change:

- *you* will be free to close *your plan* or transfer *your plan* to another ISA held with another HMRC authorised ISA manager.
- *you* will be free to transfer *your child's plan* to another Junior ISA held with another HMRC authorised ISA manager.

## 15. Discontinuance of the plan

We may close *your plan* or *your child's plan* and discontinue the ISA and Junior ISA for the following reasons:

- Changes in legislation or taxation applying to the ISA or Junior ISA or *us* that affects *our* ability to manage the ISA or Junior ISA and the investments linked to the *policy*;
- Where it is no longer cost effective for *us* to run the ISA or Junior ISA;
- *Our* authorisation to operate as an ISA manager is removed by HMRC.

If *we* decide to close *your plan* or *your child's plan* for any of these reasons *we* will provide *you* with at least 90 days' notice. The notice will detail *your* options including transferring the value of the *plan* to another HMRC authorised ISA manager.

## 16. Compensation

We are covered by the Financial Services Compensation Scheme. This means that *you* may be entitled to financial help up to 100% of the value of the *policy* if *we* cannot meet *our* obligations in relation to *your plan* or *your child's plan* or the *policy* in which it is invested.

The value of the *policy*, and therefore the value of *your plan* or *your child's plan*, is linked to one or more *funds* and a *cash account*. Vitality Life Limited will be the legal and beneficial owner of any *unit* holding in any *fund* and any balance in the *cash account* to which the *policy* is linked. In the unlikely event that a company who has regulatory responsibility for managing or overseeing the running of the *funds*, a fund manager or a trustee (or someone acting in similar capacity for the *fund*), or a bank who has responsibility for providing the *cash account* is unable to meet their obligations to *us* then *we* will not be able to make a claim under the Financial Services Compensation Scheme. Any such failure of these parties to meet their obligations may affect the value of *units*. However, *we* will ensure that all *funds* available are managed by firms that are authorised and regulated by the Financial Conduct Authority (or relevant overseas regulator), and that any bank providing the *cash account* is also authorised and regulated by the Prudential Regulation Authority (or relevant

overseas regulator), and therefore subject to a high level of regulation. We also ensure that the credit ratings of these firms meet *our* minimum requirements.

For more information please contact the Financial Services Compensation Scheme by email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phone: 0800 678 1100.

## 17. Complaints

We understand that sometimes things can go wrong. *You* are important to *us*, so if you have reason to complain we want to know. We will try to resolve *your* complaint quickly in a professional and helpful way.

*You* can contact *us* using the details shown in the 'How to contact *us*' section at the start of this document. Alternatively, *you* can email *us* at [InvestComplaints@Vitality.co.uk](mailto:InvestComplaints@Vitality.co.uk), or call *us* on 0800 04 65 090. If you call *us*, please have *your* Vitality Membership number to hand. We may record and monitor calls to help improve *our* service.

The time it takes to resolve *your* complaint will depend on how complex it is and how much investigation we have to do. We will always try to resolve *your* complaint as quickly as possible, keeping *you* informed of *our* progress. We will:

- Acknowledge *your* complaint promptly within five working days.
- Tell *you* who is dealing with *your* complaint so contacting *us* is easier. This person will be a trained complaint handler not directly involved with *your* case before the complaint.
- Fully investigate *your* complaint and keep *you* informed thereafter of the progress and measures being taken for a satisfactory resolution. We aim to reach a final decision by the end of eight weeks after receipt of *your* complaint.
- We will send *you* a detailed written report about *our* findings. We will clearly explain the reasons behind *our* decision and what action we will take to put things right, if appropriate.

We want to resolve complaints to *your* satisfaction whenever possible. If we cannot reach agreement with *you*, *you* can refer *your* complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an impartial adjudicator and provides a free, independent service for resolving disputes with financial services firms. If *you* are going to ask the Financial Ombudsman to review *your* case, *you* should do so within six months of *us* giving

*you our* final decision on *your* complaint. *You* can contact the Financial Ombudsman in the following ways:

The Financial Ombudsman Service  
Exchange Tower  
London, E14 9SR

Enquiry line: 0800 023 4567

Fax number: 020 7964 1001

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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.

## 18. Laws and jurisdiction

*Your plan* and *your child's plan* will be governed by the laws of England and Wales. *Your plan* and *your child's plan* will be subject to the exclusive jurisdiction of the part of the United Kingdom that *you* are resident in when *you* start *your plan* or *your child's plan*.

## 19. Rights of third parties

Anyone who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this *plan* except for any future manager of the ISA enforcing a term of this *plan* in that capacity.

## 20. Invalidity and severability

Should any provision of the *plan* documentation become invalid, unlawful or unenforceable, then subject always to compliance with applicable tax law and regulation, the terms of *your plan* or *your child's plan* shall, to the maximum extent practicable, continue to apply without any such invalid, unlawful or unenforceable provision.

## 21. Liability of Vitality

### Information from third parties:

We are provided investment data and information including *Fund Factsheets* and *fund prospectuses* from third parties, which we pass on to *you*. While we will make every effort to ensure that the information we pass on to *you* is accurate, neither we nor any of *our* group companies will accept responsibility or be liable for any loss *you* might suffer due to any errors in this information unless due to *our* negligence or error.



**Pricing errors:**

On occasion there may be errors in the pricing of the *units* in the *Vitality funds* or the *non-Vitality funds*. If we were directly responsible for this error we will correct the error and compensate *you* for any loss in line with the applicable regulation. If the error was due to a third party who we do not have control over, for example a fund manager for a *non-Vitality fund*, we cannot be held responsible for the error or be liable for any loss suffered. We will, however, use reasonable steps to try and claim any compensation from the third party.

**Financial/fund losses:**

The value of the *policy* is linked to a number of underlying investment assets, some of which are managed by third party managers who we have no direct influence over. These investment assets may increase or decrease in value over time.

We cannot be held responsible or be liable for any loss caused as a result of any decrease in investment value unless such decrease or loss was directly caused by *our* fraud or wilful default.

**Delays in administration:**

We will not be held liable for any delay in processing *your* instructions if such delay was caused by a third party through no fault of *ours*. If the delay was caused as a direct result of *our* actions or omissions we will compensate *you* for any direct loss *you* have suffered.

**General:**

We nor any of *our* group companies will be liable for any indirect or consequential loss, cost, damages or expenses arising from or in connection with *your plan* or *your child's plan*. Nothing will limit *our* ability to *you* for death, personal injury, wilful default or any other *liability* which cannot be limited by law from time to time.

**22. 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 the data protection legislations. The following is a summary of *our* Privacy policy. For details of the full Privacy policy (effective from 25 May 2018) please visit [vitality.co.uk/privacy](http://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") and 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*; Vitality Health Limited and Vitality Life Limited 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 and regulatory purposes with *your* *you* *financial adviser* or with other companies in order to provide *our* products and services.

**Processing claims and withdrawing money**

In the event of a claim we may require a medical report from *your* GP. Such a report will only be requested with *your* consent and will be in compliance with the Access to Medical Reports Act 1988 ('AMRA'). The information requested from *your* GP will be limited to only the information relevant to *your* claim. *You* have the right to request to see the GP's report and to request any amendments be made by the GP where *you* consider the data to be inaccurate. The GP may agree to this at his/her discretion. *You* will be informed about the AMRA process at the time we request *your* consent to enable us to ask *your* GP for a report.

*Your* information, and that of others also covered by the *plan*, may be disclosed to other parties with a view to preventing fraudulent activities.

**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* purchase a product from Vitality *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.

*You* can manage *your* marketing preferences and choose *your* preferred method of receiving information about *our* products, services and the benefits at any time by calling *our* customer services team.

### 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](http://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](http://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](http://vitality.co.uk/privacy).

### 23. Change in circumstance

*You* must inform *us* as soon as possible if at any time *you* or *your child* no longer meet any of the following:

- *You* or *your child* are a UK resident;
- *You* are a Crown employee working overseas;  
or
- *You* are married to or in a Civil Partnership with a Crown employee.

This is because during the period that *you* or *your child* do not meet these requirements *you* will not be eligible to make subscriptions to the *plan*.

*You* should also notify *us* of any changes to *your* personal information for example change of name, address or, where applicable, *your* health status.

Should *you* become subject to any financial sanctions, prohibitions or restrictions imposed by the European Union, UK, or any other regime we consider applicable, we reserve the right to freeze *your plan* or *your child's plan*. Once frozen *you* will not be allowed to make any further payments into the *plan*, take any withdrawals, switch *funds*, transfer the value of the *plan* to another UK ISA manager or deal in any way in relation to the *plan*. Any related costs with freezing *your plan* or *your child's plan* will be passed on to *you*. We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under the *plan* to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose *us* to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union and the United Kingdom or any other regime as we consider applicable.

### 24. Conflicts of interest

A conflict of interest may arise between *you* and *us* where *our* duties to *you* as a customer may conflict with what is best for *ourselves*. To ensure that we identify and manage these conflicts appropriately, and continue to treat *you* fairly we have a 'Conflicts of interest policy' that we will adhere to.

A copy of the Conflicts of interest policy is available on *our* website, or *you* can contact *us* and we will send *you* a copy.

# Policy document.

## 1. The policy

The *policy* may be owned or held only as a qualifying investment for *your plan* or *your child's plan*. The *policy* shall terminate automatically if it ceases to be owned or held in *your plan* or *your child's plan* or if it ceases to be a qualifying investment for an ISA or, in relation to a Junior ISA any such non-compliance cannot, or has not been remedied within a reasonable time. The *policy* will be the sole investment within a *plan* and will establish the value of *your plan* or *your child's plan*. The value of the *policy* will be linked to the value of one or more *funds* that we make available at any one time, together with any amount held in the cash account. You can choose which *funds* you would like the *policy* to be linked to and you may change this instruction in the future.

You will not have any legal or beneficial interest in any assets held by us in a *Vitality fund* or in any *units* or cash held by us in relation to the *policy*. However, the value of such assets, *units* and the *cash account* linked to *your plan* will determine the value of the *policy* held within *your plan* or *your child's plan*.

As such, in this *policy* any references to purchasing and selling or switching *units* are to notional transactions.

Neither you nor us are able to assign the *policy* to any other owner or to otherwise create any other legal or beneficial interest in the *policy*. Where any money is moved out of *your plan* or *your child's plan* in line with the *Terms and Conditions* then all or part of the *policy* shall be surrendered.

**You should note that the terms of the *policy* include powers to make changes to the terms and conditions set out in the Policy Document.**

## 2. Investment links available within the policy

The *policy* will be linked to one or more *fund* types that are made available to you at any time. The different *fund* types available are:

- *Vitality funds* - unit-Linked *funds* managed by VitalityInvest or someone else appointed by us.
- *Non-Vitality funds*- These are collective investment funds managed by a fund manager other than VitalityInvest.

Details of the *funds* are available from us on request, or via our website [www.vitality.co.uk](http://www.vitality.co.uk)

### Units

Each *fund* is divided into *units*, or a series of *units*. New *units* are created when new payments are made into the *fund* and *units* are cancelled when withdrawals are made. The *unit* price is determined by the fund manager and based on the value of the assets held within the *fund*. All *units* in the same series will be of equal value. The *units* available will be either accumulation *units* or income *units*. For accumulation *units*, any income generated within the *fund* will be reinvested and increase the *unit* price, in line with section 7 'Valuing the *policy*' on page 19. For income *units*, part or all of the income generated within the *fund* will be paid out of the *fund* and into the *cash account*. You may choose to leave the amount in the *cash account* or automatically reinvest this amount in the *fund* and purchase more *units* in line with section 5 'Purchasing and selling *units*' on page 18. We may also make available an option to set regular withdrawals from the income amount paid from income *units*.

*Units* are used to calculate the value of the *policy*. The allocation of *units* in a *fund* to the *policy* will not confer any right on you to hold the assets of a *fund* or any *units*, which will be owned by us.

All transactions in *units* will take place on the working day stated in this *Policy Document* provided in all cases that it is a dealing day of the relevant *fund*. If not they will take place on the next working day which is a dealing day of the relevant *fund*.

### Available funds

We may change or restrict the range of *funds* available and we may suspend or close a *Vitality fund* to the future allocation of *units*.

The reasons we may do this include:

- If we or a *fund* manager change the investment objective of a *fund* and we believe that it is no longer suitable to offer.
- The *fund* can no longer achieve its investment objective.
- It is impracticable for the *fund* manager (either us or the external *fund* manager) to maintain the *fund*, for example if there are very few people invested in it.



- The *fund* is no longer economically viable.
- The external *fund* manager closes the *fund*, suspends it or closes it to new investments.
- we believe that there are alternative *funds* available that meet similar objectives.
- The *fund* fails to meet our ongoing governance standards for the *funds* we make available to the *policy*.

## Changes to funds

### Vitality funds

#### A. Sub-division or consolidation of units

We may decide to sub-divide or consolidate a series or class of *units*. If we do this, or if we amalgamate two or more *funds*, the *units* allocated to the *policy* will be adjusted so that the total *unit* value of the *policy* is not altered by the adjustment.

#### B. Closing a Vitality fund

Should we decide to close any *Vitality fund*, we will give you 90 days' notice or as much notice as is reasonably possible given the circumstances. You may select a new *fund* or new *funds* as set out in section 6 'Switching between funds' on page 19. If we do not receive a selection from you of another *fund*, we will be entitled to replace the *units* of the closed *fund* with *units* of a *fund*(s) that we choose. The *fund* we choose will be one that we consider appropriate for you considering the *fund* that is closing and this will be confirmed in the notice to you. Alternatively, if we reasonably believe that there is no appropriate *fund*, we may place the proceeds in the *cash account*.

#### C. Changes to a Vitality fund

The *Vitality funds* are managed by us in line with the stated investment mandate and objectives of the *fund*. If we decide to make any material changes to the investment mandate or objectives of a *fund* then we will provide you with 90 days' notice or as much notice as is reasonably possible given the circumstances.

Where a *Vitality fund* invests in a collective investment fund or investment vehicle, changes may be made to the investment strategy, valuation, pricing, operations or charges of such collective investment fund or vehicle. These changes would be made by the investment company that manages the collective investment fund or vehicle. Such changes may affect the operation, performance or value of the *Vitality fund* and will be reflected in the *Vitality fund's* operation and value. Where possible, we will

work with the investment manager of the underlying fund to try to reduce the impact of any such changes. Where we reasonably believe it to be required, we will change the terms of the *Vitality fund* to reflect such changes.

We will not be responsible for any failure or default on the part of the investment manager (other than the manager of the *Vitality fund*), the collective investment fund or its agents. In the unlikely event that any such party fails to meet its obligations in relation to the collective investment fund, investment vehicle or its investment, the value of the *policy* could be reduced to reflect that failure. Please see the *Terms and Conditions* section 16 'Compensation' on page 12 and section 21 'Liability of Vitality' on page 13 for more details.

### Non-Vitality funds

Collective investment funds that are *non-Vitality funds* are managed by other fund managers and are subject to the objectives and investment mandate as set out by that fund manager. We do not have any influence over how these *funds* are managed.

Where there are any material changes to the way that these *funds* are managed and the fund manager notifies us, we will endeavour to provide you with notification as soon as is practicable. However, as we are the legal and beneficial owners of any *units* in the *non-Vitality fund* held by us, any voting rights in respect of changes to the *non-Vitality funds* will be held by us and not passed on.

If a *non-Vitality fund* closes we will send you as much notice as is practicable. You may select a new *fund* or new *funds* as set out in section 6 'Switching between funds' on page 19. If we do not receive a selection from you of another *fund*, we will be entitled to replace the *units* of the closed *fund* with *units* of a *fund*(s) that we choose. The *fund* we choose will be one that we consider appropriate for you considering the *fund* that is closing and this will be confirmed in the notice to you. Alternatively, if there is no appropriate *fund* we may place the proceeds in the *cash account*.

## 3. Cash account

The *policy* will include an interest bearing *cash account* held with a bank of our choice. The *cash account* is intended to be used for short term holdings of cash and to facilitate payments of charges or income, it is not designed as a long term investment option.

Interest will be allocated to the *cash account* on the first working day of each calendar month and will take account of any balances held for at least one overnight period during the past calendar month. When the *policy* ends any interest due will be added on the end date rather than on the first working day of the following calendar month.

The rate of interest is variable and details of the current rate that applies will be available on our website [www.vitality.co.uk/investments](http://www.vitality.co.uk/investments).

#### Automated transactions and sale of *units*

There are several transactions where money is taken from the *cash account*. If there is insufficient available money held in the *cash account* then *units* in *funds* must be sold in order to process the transaction.

The following transactions will be processed through the *cash account*:

- Regular withdrawals;
- *Product charge*; and
- Initial Adviser Charge payments for regular subscriptions and Ongoing Adviser Charge payments.

Where we need to sell *units* in *funds* we will do so in the following order:

- From *funds* that you have elected for the transactions to be taken from, proportionately to the size of your holdings in those *funds*.
- If you have not elected any *funds*, or there are no longer any *units* held in your chosen *funds*, then we will sell *units* proportionately from *non-Vitality funds*.
- If there are no *units* held in *non-Vitality funds*, then we will sell *units* proportionately from *Vitality funds*.

The *units* will be sold at the valuation points set out in the relevant section of the *Terms and Conditions* and *Policy Document*. The proceeds from the sale of *units* will be applied to the *cash account* up to four working days following the sale of *units*. The transaction will then be processed from the *cash account* on the date set out in the relevant section of the *Terms and Conditions* and *Policy Document*.

#### 4. Investment of payments into the policy

Each payment that is invested into the *policy* will first be applied to the *cash account*. The amount will be applied to the *cash account* by the next working day after the working day that we receive it. The payments will be applied to the *cash account* after any relevant Adviser Charges have been deducted.

If the amount applied to the *cash account* is received from a *transfer payment* or single subscription, then we will consider it cleared and available to use to purchase *units* in *funds* on the working day that it is applied to the *cash account*.

If the amount applied to the *cash account* is received from a Direct Debit payment, then we will consider it cleared and available to use to purchase *units* in *funds* on the second subsequent working day after the working day that it is applied to the *cash account*.

#### Example 1

You make a single subscription payment during normal working hours on Monday. We will then apply this amount to the *cash account* on Tuesday and we will consider that the amount is cleared and available to use to purchase *units* in *funds* on that Tuesday.

#### Example 2

We receive your Direct Debit payment into our bank account during normal working hours on Monday. We will apply this amount to the *cash account* on Tuesday and we will consider that this payment is cleared and available to use to purchase *units* in *funds* on Thursday.

When you make a payment or set up a Direct Debit, you can provide us with an investment instruction. We will carry out this investment instruction as detailed in section 5 'Purchasing and selling *units* in *funds*' on page 18.

#### 5. Purchasing and selling *units* in *funds*

You will choose the amount to be used to purchase *units* in one or more *funds* either specifically, or through a percentage allocation. The number of *units* allocated will be calculated by applying the amount specified from the *cash account*, or relevant percentage of that amount where more than one *fund* is chosen, to the *unit* price of the *fund* at the relevant valuation point.

For all *Vitality funds* the valuation point will be detailed in the *Fund Factsheet*. For *Non-Vitality funds* the valuation point will be detailed in either the *Fund Factsheet* or in the *fund* prospectus that can be found on the fund manager's website.

Purchases and sales of *units* in a *fund* will be carried out on a working day provided that it is a dealing day for that *fund*. We will only carry out purchase requests if there is a sufficient amount cleared and available in the *cash account*.

The proceeds from the sale of *units* will be applied to the *cash account*.

If we receive *your* instruction to purchase or sell *units* in a *fund* before 10am on a working day, then we will purchase or sell the *units* at the next valuation point for that *fund* after 12pm that working day. Please note that the next valuation point after this time may be on the following working day.

If we receive *your* instruction to purchase or sell *units* in a *fund* before 2pm on a working day, then we will purchase or sell the *units* at the next valuation point for that *fund* after 4pm that working day. Please note that the next valuation point after this time may be on the following working day.

## 6. Switching between funds

*You* may instruct *us* at any time to exchange *units* held in a *fund* for *units* of equal value in one or more other *funds* available at that time. This is known as 'switching'. To switch *funds* *you* must provide *us* with *your* switch instruction. *Your* switch instruction must provide details of the number or percentage of *units* or the value of *units* in each *fund* or *funds* *you* wish to sell and the allocation of the sale proceeds to the *fund* or *funds* *you* wish to purchase *units* in.

*We* will sell *units* in the *fund* or *funds* that *you* have instructed *us* to at the relevant valuation point in line with the timings set out for selling *units* in *funds* in section 5 'Purchasing and selling *units* in *funds*' on page 18, and the last valuation point used in carrying out the sale of all *units* to be sold, will be the 'switch valuation point' for the purposes of the purchase of *units*.

*We* will purchase *units* in the *fund* or *funds* that *you* have instructed *us* to switch into at the next valuation point of those *funds* which is no earlier than the next valuation point after the switch valuation point of the *funds* in which *units* were sold.

### All switches

There is no charge for switching *funds* and there is no limit on how many switches *you* may make.

Switches may be delayed for reasons set out in the 'Valuing the *policy*' section on page 19.

As described above, *we* currently operate pre-funded switches. This means that *we* do not wait until the amounts are credited to the *cash account* as set out in section 3 'Cash account' before the purchase of new *units* takes place. *We* may decide to cease offering pre-funding of switches in the future as set out in section 12

'Changes to the terms of the *policy* and events beyond our reasonable control' on page 24. If *we* do this *we* will provide *you* with at least 30 days' notification.

## Model Portfolios

*You* may set up a model portfolio that allows *you* to choose a number of *funds* and an allocation of the *policy* value that *you* wish to link to each of the *funds*.

When *you* set up *your* model, *you* can choose to rebalance the *policy* value on a monthly, quarterly, half yearly or yearly basis and this will be carried out on the 1st of the month. If that date is not a working day, *we* will use the following working day. *You* may also instruct *us* to rebalance the *policy* value on an ad-hoc basis, which will be processed in line with the timeframes set for a switch instruction.

*We* will check the actual allocation percentages of the *funds* in the *policy* against the allocation percentages of *your* chosen model portfolio at *your* chosen frequency. If on that date the percentage allocated to any *fund* is different to the allocation set in *your* model portfolio or outside of the tolerance level that *you* may choose, then *we* will set a switch instruction to switch *units* between the *funds* so that the allocation percentages are approximately in line with *your* model portfolio. This instruction will be placed before 10am on that working day which will be carried out at the relevant valuation point in line with the timings set out for selling and purchasing *units* in *funds* in section 5 'Purchasing and selling *units* in *funds*' on page 18.

*You* can start a new model portfolio or stop using a model portfolio, or change the frequency of the rebalancing at any time.

## 7. Valuing the policy

### Vitality funds

Each *Vitality fund* will be valued on each working day and *we* will publish a *unit* price. The valuation will be based on the net value of the assets held in that *fund*.

The net value is calculated using the published trade prices of the underlying assets that the *Vitality fund* invests in.

To ensure fairness to those who enter the *Vitality fund*, those who remain in the *Vitality fund* and those who withdraw from it, *we* may set a *unit* price for the *Vitality fund* on a maximum or minimum basis as explained below. *We* may switch between these valuation bases if there are large flows of investments into the *fund* or

large flows of withdrawals out of the *fund*, and the costs of these higher volumes of transactions must be met by the *Vitality fund*, affecting the value for all other investors in the *fund*.

If the underlying assets that the *Vitality fund* invests in is a collective investment fund, then that collective investment fund may have a price set based on the net value of assets it holds, or on a maximum or minimum basis, again to ensure fairness to all its investors when there are large flows into or out of that collective investment fund. This will directly affect the price set for the *Vitality fund* because this will be set based on the price of the collective investment fund.

#### Maximum and minimum unit prices

If we set a *unit* price on a maximum or minimum basis, we will use the following process. Where the underlying assets that the *Vitality fund* invests in is one or more collective investment funds, then the manager of that collective investment fund will use a similar process to determine maximum and minimum prices.

The maximum *unit* price of a *Vitality fund* will be determined by the prices at which all the assets held in the *fund* might be bought and divided by the total number of *units* in the *fund*. The minimum *unit* price will be determined by the prices at which all the assets held in the *fund* might be sold and divided by the number of *units* in the *fund*.

In calculating the maximum and minimum values we will make allowances as we may reasonably consider appropriate for:

- Cash held within the *fund*;
- Accrued income;
- Taxes, duties and other expenses and charges related to the buying or selling of assets in the *fund*; and
- Any actual, prospective or other liability for the *Vitality fund* including taxation, duties, levies, and management charges.

The actual *unit* price of the *fund* will then be set depending on the expected movements of money into and out of the *fund*, as this will determine whether assets need to be bought or if they need to be sold, based on the relevant valuation.

#### **Non-Vitality funds**

The *non-Vitality funds* are valued by the fund manager who manages the *fund*. We have no influence on how the fund manager manages the *fund* or values the *fund*. When the fund manager sets the *unit* price we will pass on that same price to you.

#### **Delaying the valuation of units and/or buying and selling units**

The valuation, selling of, or buying of *units* may be delayed by us for any *Vitality fund*, or by any other fund manager for a *non-Vitality fund*.

This may apply to prevent unfair treatment of *unit* holders who are buying, selling or remaining in the *fund*. The reason for this can be any of the following:

- There is insufficient liquidity in the underlying assets (meaning that the underlying assets cannot be quickly bought or sold without affecting the price) or the issuer or fund manager has suspended dealings in the assets.
- Prices are not available from a relevant financial market or its supplier.
- There are other circumstances beyond our reasonable control which affect our ability to buy or sell assets (please see section 13 'Changes to the terms of the *policy* and events beyond our reasonable control' on page 24).

The delay will mean that the following events may be delayed.

- Switching *funds*
- Making payments into the *policy*
- Transferring out to another ISA
- Withdrawing money from the *policy*
- Paying Adviser Charges through the *policy*
- Deducting *product charges* as described in section 9 'Charges' on page 21.

#### **8. Death benefit**

In the event of your death while the *policy* within your *plan* is in force, the *policy* will end and the death benefit will become payable. In the event of your child's death while the *policy* within your child's *plan* is in force, the *policy* will end and the death benefit will become payable.

The death benefit will be the value of the *policy*.

The value of the *policy* will be calculated by assessing the value of all *units* held in each *fund*. The *units* will be sold once we receive all of our requirements to confirm your death or your

*child's* death. The sale of *units* will be processed in line with section 5 'Purchasing and Selling *units* in *funds*' on page 18.

### **Accidental death benefit**

If death occurs due to an accident and meets the definition set out below, then the value of the death benefit will be increased by 5%.

The accidental death benefit will be paid out if *you* (or *your child* in respect of *your child's plan*) sustain bodily injury that is the direct result of an accidental, external, unforeseen and visible cause occurring after the start date of the *policy* which, solely and independently of any other cause, results in *your death* (or *your child* in respect of *your child's plan*), and death occurs within 90 days of that accident.

No accidental death benefit will be paid if death occurs:

- As a result of suicide, intentional self-inflicted injury or reckless and deliberate exposure to known danger;
- While taking part or attempting to take part in a dangerous sport or pastime such as climbing, going underground or underwater, or any race, trial or timed motor sport;
- While flying other than as a passenger in a licensed commercial aircraft;
- As a result of participating in a criminal activity;
- As a result of or is directly related to alcohol or drug abuse; or
- As a result of war.

## **9. Charges**

### **Product charge**

This charge is for setting up and maintaining the *policy*. It is deducted from the *cash account* on the 1st of the month. If the amount available in the *cash account* is not sufficient to cover the charge then we will sell *units* in the *funds* in the order set out in the section 3 'Cash account' on page 18. *Units* will be sold on the 1st of the month, or if that date is not a working day then *units* will be sold on the following working day.

The *product charge* is tiered and different annual rates apply depending on the value of the *policy*. If *you* hold more than one investment product with *us* then we will include the value of those other products together with the *policy* for the purpose of obtaining the tiered *product charge* (but not including *your child's plan*). Please see the *Charges Schedule* for details of the rates and examples of how these apply.

The annual rates of *product charge* applicable to the *policy* when *you* start *your plan* or *your child's plan* are notified to *you* in the *Charges Schedule*. Further payments that are made in the future may be subject to a different rate which will also be notified to *you* before those payments are made.

The *product charge* is deducted in arrears. The amount due is calculated at the beginning of each calendar month for the previous calendar month and will be 1/12th of the appropriate annual rate(s) of the *product charge*. The annual rate(s) of the *product charge* is dependent on the daily average value of the *policy* over the previous calendar month.

We may change the rate of the *product charge* that applies to the *policy* as set out in section 13 'Changes to the terms of the *policy* and events beyond *our* reasonable control' on page 24.

### **Healthy Living Discount**

*You'll* be eligible for the *Healthy Living Discount* based on *your Vitality status* that *you* obtain through the *Vitality Programme* on *your plan* or, whilst *your child* is under 18, on *your child's plan*. This has the effect of reducing the rate of the *product charge* applicable to the value of the *policy* held in *eligible funds*. Please see the *Charges Schedule* for details of the reduced rates, and the *eligible funds*.

We may decide to increase or decrease the rates that apply at any time and if we do this then we will provide *you* with 30 days' notice and we will publish a new *Charges Schedule*.

### **Fund charges**

#### Annual Management Charge

Each *fund* available will have an Annual Management Charge. This charge is to cover the ongoing management of the *fund*.

The charge is taken into account when setting the *unit price* of the *fund*.

- For *Vitality funds*, we will deduct the charge each working day and this is taken into account when calculating the *unit price*. The rate applied to the value of the *fund* on each working day will be 1/365th (or 1/366th during a leap year) of the annual rate of the charge for each day since the previous working day.
- For *non-Vitality funds*, the charge is deducted by the fund manager. Each fund manager may take a different approach or date on which they deduct the charge. Please see the *Fund Factsheets* for more details.



If the underlying assets that a *Vitality fund* invests in is one or more collective investment funds, then the Annual Management Charge we set will include the annual management charge for those underlying collective investment funds, together with *our* charge for managing the *Vitality fund*. The Annual Management Charge will be a fixed rate to *you* regardless of whether the annual management charge for the underlying collective investment funds increases or decreases.

The rate of the Annual Management Charge that we set may however change from time to time. If we increase the rate of the charge on a *Vitality fund* then we will provide *you* with at least 30 days' notice.

If the rate of the Annual Management Charge increases on a *non-Vitality fund* then we will provide *you* with as much notice as is reasonably possible.

The current rate of the Annual Management Charge for each *fund* is included in the Ongoing Charges Figures shown in the *Fund Factsheets*.

#### Fund Expenses

Each *fund* may also include a deduction for expenses. This is to cover the costs involved in holding and administering assets within the *fund*.

The rate of the expenses may change from time to time. If there is an increase to the rate of the expenses that we consider significant, we will provide *you* with details of the change. The current rate of the Fund Expenses for each *fund* is included in the Ongoing Charges Figures shown in the *Fund Factsheets*.

The expenses are taken into account when setting the *unit* price of the *fund*, in the same way as the Annual Management Charge.

#### Ongoing Charges Figure

This is the combined total of the Annual Management Charge and the Fund Expenses. The Ongoing Charges Figure is shown in the *Fund Factsheets*, which are available on *our* website and from *us* on request.

#### Transaction costs

The transaction costs are those incurred in buying and selling assets within the *fund*, for example broker commission and transaction taxes. This is not included in the Ongoing Charges Figure. For *Vitality funds*, the amount of this cost is shown in the Supplementary Information Document for your chosen fund. For *non-Vitality funds*, the amount of this cost is normally available from the fund manager's

website. We also make this information available to your *financial adviser*.

#### Other fund charges

There may be other charges that apply to a particular *fund*, such as performance fees, protection charges, entry costs or early exit charges. Where these charges apply, the amount and an explanation will be detailed in the *Fund Factsheets*, Key Information Document, Supplementary Information Document or Key Investor Information Document for that particular *fund*.

### 10. Vitality status and ill health

If *you* are in ill health *you* may be eligible to maintain *your* previous *Vitality status* for the purposes of the *Healthy Living Discount* that applies to the *policy*. To do this, we must receive satisfactory evidence from an appropriate medical specialist that *you* have an ongoing inability to perform a series of functional activity tests. *You* must need the help or supervision of another person and be unable to perform the task on *your* own even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. We will require the appropriate medical specialist to confirm that *you* are unable to carry out at least three of the following six activities:

Tasks	How we define this activity
<b>Washing</b>	The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
<b>Getting dressed and undressed</b>	The ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
<b>Feeding yourself</b>	The ability to feed yourself when food has been prepared and made available.
<b>Maintaining personal hygiene</b>	The ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
<b>Getting between rooms</b>	The ability to get from room to room on a level floor.
<b>Getting in and out bed</b>	The ability to get out of bed into an upright chair or wheelchair and back again.

We will then maintain your *Vitality status* in the following way:

- For the *Healthy Living Discount*, we will maintain the *Vitality status* that you held at the start date of the most recent *policy year* preceding our receipt of the medical evidence.

To remain eligible to receive the *Healthy Living Discount*, you will need to continue to meet the requirements as set out in section 9 'Charges'.

### 11. The Vitality commitment

Because your *plan* or your *child's plan* could last many years, the *Healthy Living Discount* may need to be revised from time to time. However, we do commit to you that we will make this available to you in its existing form or an alternative form throughout the term that you hold your *plan* or your *child's plan* with us.

We will provide you with at least 30 days' notice if we make the following changes.

- A change to the rates at which the *Healthy Living Discount* applies to an existing investment.
- A change to the structure or terms of the *Healthy Living Discount*.

There may be some circumstances that are beyond our reasonable control which may mean that we are unable to meet our commitment with regards to the *Healthy Living Discount*, such as:

- Changes in regulation or legislation.
- Significant changes or disruption in a financial market.

If we are unable to meet our commitment due to these circumstances, we will act reasonably and contact you as soon as practicable to inform you of how this affects your *plan* or your *child's plan*.

If you are unhappy with the change, you will be free to close your *plan* or your *child's plan* and you will not be charged to do this.

#### Eligible funds

To be eligible for the *Healthy Living Discount*, you will need to link the value of the *plan* to the relevant *eligible funds* for that particular benefit. We may change the range of *eligible funds* that we offer from time to time and these may be *Vitality funds* or *Non-Vitality funds*.

The reasons we may do this are:

- If a *fund* closes, or if we decide that the *fund* is no longer appropriate to be made available to link the value of the *policy* to, as set out in section 2 'Investment links available within the *policy*';
- If there is an increase in our costs to make the *fund* available to you and this increase makes it prohibitive for us to make the *Healthy Living Discount* available; or
- If we make other *eligible funds* available that we consider are reasonable and suitable alternatives to the existing *eligible funds*.

However, we will always endeavour to make *eligible funds* available to enable you to access the *Healthy Living Discount*.

#### Vitality Programme

The terms of the *Vitality Programme* may change over time and details of the way this can happen are contained in 'Vitality Select Terms and Conditions' section on page 25. However, we will always endeavour to make the *Vitality Programme* available, or a similar programme, which you can access in order to benefit from the *Healthy Living Discount*.

#### Reviewing the rates

We will review the rates for the *Healthy Living Discount* periodically. When we carry out our review we will take account of the range of factors below.

- Our existing and future estimated income and costs relating to the following and whether this affects our ability to provide the rewards and discounts sustainably at the current rates in a fair way to customers:
  - Providing the *Healthy Living Discount*.
  - Providing the *eligible funds*.
  - Providing the *plan*, and whether we are continuing to provide the *plan* to new customers or investments.
- Whether our existing and future estimated income and costs affects our ability to provide the *Healthy Living Discount* sustainably at the current rates in a fair way to customers.

## 12. Changes to the terms of the policy and events beyond our reasonable control

We may make changes to the terms of this *policy* where we consider it reasonably necessary or prudent to do so. We will generally only make changes for the reasons listed below.

If we make a change for the following reasons, we will provide *you* with at least 90 days' notice or as much notice as possible in the circumstances.

- If there are changes in applicable law (including tax rules and reporting requirements) or regulation which have an effect on the *policy*, or *our* interpretation of these, in relation to either *you* or *us*;
- Due to the recommendations of an Ombudsman, regulator, or similar body; or code of practice.

If we make a change for the following reasons it will be based on *us* reasonably believing that such changes will not result in any significant disadvantages or cost to *you* and we will provide *you* with at least 30 days' notice or as much notice as is reasonably possible in the circumstances.

- Due to changes in the way we administer the *policy*, including introducing new systems, services, facilities, and changes in technology;
- To reflect legitimate increases or reductions in the cost of *us* providing the *policy*;
- Due to changes in the ownership of *our* business or how it operates;
- Due to changes to services relating to the *policy* supplied to *us* by third parties; or
- If there are changes in general practice within the financial services industry.

We may also make changes to correct errors and we will give *you* notice of such changes.

There may be some circumstances that are beyond *our* reasonable control which may mean that *we* are unable to carry out *our* obligations such as:

- Failure of technology, communications or other networks that *we* rely on;
- Significant disruption of a market;
- Industrial action; or
- Civil commotion, war, terrorist attack or threat.

If *we* are unable to carry out any of *our* obligations, *we* will act reasonably and contact *you* as soon as practicable to inform *you* of how this affects the *policy*. This may include making changes to the terms of the *policy*.

*We* will not be liable for any loss or damage *you* may incur as a result of such events beyond *our* reasonable control.

All changes made will be proportionate to the underlying reason for the change. If *you* are unhappy with any change:

- *You* will be free to close *your plan* or transfer *your plan* to another ISA held with another HMRC authorised ISA manager.
- *You* will be free to transfer *your child's plan* to another Junior ISA held with another HMRC authorised ISA manager.



# Vitality Select Terms and Conditions.

Vitality Corporate Services Limited provides you with access to the *Vitality Programme*.

In these terms and conditions, *we*, *us* and *our* each means Vitality Corporate Services Limited. All other words in italic have the same meaning as given in the 'Glossary' section on page 27.

Please read these terms and conditions together with the VitalityInvest ISA and Junior ISA with Healthy Fee Saver *Terms and Conditions* and *Policy Document*.

## 1. What is Vitality Select?

Vitality Select provides you with access to a number of additional health and reward partners under the Vitality Select version of the *Vitality Programme*. This includes activities and health partner discounts to help participants get and stay healthy for less.

By completing activities under the *Vitality Programme*, you will earn Vitality points. The Vitality points earned allow you to achieve a *Vitality status*.

There are four *Vitality statuses*:

Vitality Status	Effort threshold
Bronze	You start at this level on your <i>plan's</i> start date. You may return to this level on each anniversary of your <i>plan</i> , depending on the <i>Vitality Programme</i> rules at that time.
Sliver	You will be able to achieve Silver status between plan anniversaries if you make a moderate but regular effort to look after your health through the <i>Vitality Programme</i> .
Gold	You will be able to achieve Gold status between <i>plan</i> anniversaries if you make a strong and regular effort to look after your health through the <i>Vitality Programme</i> .
Platinum	You will be able to achieve Platinum status between <i>plan</i> anniversaries if you make a very strong and regular effort to look after your health through the <i>Vitality Programme</i> .

The *Vitality Programme* gives you a range of rewards and discounts to keep you motivated. The higher your *Vitality status*, the bigger the rewards and the higher the discounts you will receive.

Your anniversary for your *Vitality Programme* will align to your ISA or your *child's* Junior ISA anniversary unless your membership is through a VitalityLife or VitalityHealth plan.

## 2. Vitality commitment

The *Vitality Programme* will give you access to discounts and rewards for the duration of your *plan*. Because your *plan* could last many years, the discounts and rewards offered to you may need to be revised from time to time. The discounts and rewards offered will also depend on relationships with third party providers and the range of services these providers offer.

Each discount and rewards partner will have its own terms and conditions; these can be found on the Vitality Member Zone. The Vitality Member Zone is a website that you can access and which provides information on the *Vitality Programme* and our partners. It also allows you to view your *Vitality status*, increase your Vitality points and claim rewards from the *Vitality Programme* partners. You can access the Vitality Member Zone at [vitality.co.uk/my-vitality](http://vitality.co.uk/my-vitality).

We may change the way we award points or the points-earning activities offered and the *Vitality status* you may achieve as a result. We may also change our partners from time to time and the rewards we offer. There may be instances where other aspects of the *Vitality Programme* may be significantly enhanced, changed or withdrawn and we may make these changes at any time.

These changes may occur if our partners offer additional services or become unable to maintain their levels of service to us, or where we add new partners to or remove existing partners from the *Vitality Programme*. Changes may also be required to prevent the fraudulent use of the *Vitality Programme*.

Revisions may be required as a result of other factors beyond our control.

Unless we tell you otherwise, the limits associated with the discounts and rewards we offer will not be multiplied by the number of plans you hold with any of VitalityHealth, VitalityInvest or VitalityLife (the "Vitality Group").

Not all plans offered by the Vitality Group have the same discounts and rewards associated with them. Where you have more than one *plan* with the Vitality Group, your discounts and rewards will be based on the plan that, in our view, gives you the most comprehensive package of benefits.

We will tell you about any changes to the *Vitality Programme*, including any price increases or changes to partners or rewards, at least six weeks before the changes take effect, unless we are unable to do so due to factors outside our control.

If we make a change to the way we award Vitality points, we will notify you at least three months before we make the change.

We may amend these terms and conditions without your consent. Where we do so, we will give you reasonable advance notice in writing (which will not be less than six weeks' notice).

You may close Vitality Select at any time by closing your ISA or your child's Junior ISA.

### **3. How often can we change the price of partners or rewards?**

The prices for partners and rewards can be expressed as a monetary amount, a percentage discount off a partner's standard price, a percentage cashback on the partner's standard price or as a benefit without a specific retail value. If we do need to increase the monetary amount or change the percentage discount, we may change them for all our VitalityInvest members at the same time. Any price increases or change to a percentage discount will only occur once in any 12 month period.

Where the cost of a partner or reward is expressed as a percentage discount off a partner's standard price, the partner's standard price may vary any number of times. This will lead to a change in the cost for members, even if the percentage discount remains unchanged. For example, the current discount on our health screens is 50%. If the current standard price is £40, the cost to members would be £20. If the standard price was increased to £50 and the discount remained at 50%, the cost to members would be £25.

### **4. Can changes you make to your plan affect Vitality Select?**

In order to have Vitality Select, you must keep a minimum amount invested in your *plan* during the first three years of at least £500 after any applicable withdrawals.

For example, if you start your plan with an investment of £1,500 and then withdraw £1,100 within the first three years, the net amount that you would have invested is £400 (£1,500 minus £1,100).

If you start your *plan* by making regular payments, Vitality Select will apply provided that you continue making regular payments until you have invested at least £500. You then must keep a minimum amount of £500 invested after any applicable withdrawals in line with the above rule.

If you do not meet the minimum investment amount then Vitality Select will be de-activated and you will not have access to the *Vitality Programme*. The *Healthy Living Discount* on your *product charge* will continue to apply to your *plan* but based on a *Vitality status* of Bronze only. In order to reinstate Vitality Select and the associated benefits you will need to increase the net amount invested to reach the minimum amount as set out above.

### **5. Cancelling Vitality Select**

You may close Vitality Select at any time by closing your ISA or your child's Junior ISA.

Access to the *Vitality Programme* will be cancelled on the date on which all your VitalityInvest plans with Vitality Select are terminated, unless you hold a *plan* with VitalityLife or VitalityHealth that also provides you with access to the *Vitality Programme* (in which case please refer to the terms and conditions provided to you for that plan).

We may also cancel the *Vitality Programme* if we have reasonable grounds to suspect that you have acted fraudulently in any way in relation to the *Vitality Programme* or if we are required to do so by any law or regulation of England and Wales.

## Glossary.

### Cash account

The *policy* is linked to an interest bearing *cash account* held with a bank of *our* choice. The *cash account* is intended to be used for short term holdings of cash and to facilitate payments of charges or withdrawals, it is not designed as a long term investment option.

### Charges schedule

A separate document that explains the charges that can apply to the *plan*. It includes details of the *product charge* and the rate that this will apply across the different tiers. It also contains details of the *Healthy Living Discount* and an example of how the *product charge* is deducted.

### Eligible funds

To be eligible to receive the *Healthy Living Discount* you will need to link the value of the *policy* to one or more *eligible funds*. The *eligible funds* may be *Vitality funds* or *non-Vitality funds*. The *eligible funds* are detailed in the *Charges Schedule*.

### Financial adviser

A financial adviser authorised by the Financial Conduct Authority.

### Fund or funds

Either an internal insurance fund operated by VitalityInvest or a collective investment fund to which the value of the *policy* is linked.

### Fund factsheet

A document that provides an overview of the *fund*. This is produced by the fund manager.

### Healthy Living Discount

A discount on the *product charge*. Details of the discounted rates of *product charge* are contained in the *Charges Schedule*.

### HMRC

Her Majesty's Revenue and Customs.

### Non-Vitality funds

A *fund* that is not a *Vitality fund*.

### Plan

A VitalityInvest ISA with Healthy Fee Saver and/or a VitalityInvest Junior ISA with Healthy Fee Saver.

### Policy

The sole investment within the *plan*. It is a life insurance policy for *your plan* on *your* life and for *your child's plan* on the life of *your child*. The value of the *policy* is linked to one or more *funds* and the *cash account*.

### Policy document

The document containing the terms and conditions of the *policy*.

### Policy year

The first *policy year* will run from the date the *plan* starts until the next *policy* anniversary. For subsequent *policy years*, it will be the period between the annual *policy* anniversaries.

### Product charge

This charge is for setting up and maintaining the *policy*.

### Terms and Conditions

The Terms and Conditions of the VitalityInvest ISA and Junior ISA with Healthy Fee Saver.

### Transfer payment

A payment into an ISA that represents the value of another ISA held with a UK ISA manager. For Junior ISAs, the transfer payment may also represent the value of a Child Trust fund account.

### Unit or units

Notional units in a *Vitality fund* or units or shares held by VitalityInvest in a *non-Vitality fund*.

### Vitality funds

Internal insurance funds operated by VitalityInvest.

### Vitality Programme

The discounts and rewards available through Vitality Select provided with the *plan*, or through another version of the Vitality Programme offered through a VitalityLife or VitalityHealth plan. These are provided by Vitality Corporate Services Limited.

**Vitality status**

Your Vitality status is a measure of how much you've done to look after your health. There are four statuses: Bronze, Silver, Gold and Platinum. We work out your Vitality status using the activities you've recorded between each anniversary of your joining the Vitality Programme.

**You, your**

The registered plan holder.

**Your child**

The child in respect of whom a Junior ISA is or is to be opened.

**Us, we, our**

Vitality Life Limited

**Notes.**

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## Find out more.

For more information please speak to your financial adviser, if you have one, or visit our website [vitality.co.uk](https://www.vitality.co.uk)