

LIFE COVER

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of healthy living



# Personal Protection Plan Provisions.

# Personal Protection Life Cover Plan Provisions.

This document is *your plan* provisions. It explains how *your plan* works. It includes details about the covers and options in the *plan*, how you pay *your plan* premiums, and how to make a claim if you need to. It explains how taking steps to improve *your health* can reduce *your plan* premium.

If there is anything that is not clear, please speak to *your* financial adviser, if you have one. You can also email us at [lifenquiries@vitality.co.uk](mailto:lifenquiries@vitality.co.uk) or call us on 0345 601 0072. If you call us, please have *your plan* number to hand. To help us improve *our* service, we may record or monitor phone conversations with you.

In these provisions, *we*, *us* or *our*, means Vitality Life Limited. *You* or *your* means the person or people covered under the *plan*, unless stated otherwise. *We* have put some otherwords in italics. *We* explain what we mean by these words in the Definitions section.

**Please contact us on 0345 601 0072 or speak to your adviser if you would like this document in large print or braille..**

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# A. How your plan works.

## A1. Your plan account

When you take out Life Cover, we set up a *plan account* for you.

For a *single life plan*, the amount of your *plan account* will be the same as your amount of Life Cover. For a *joint life plan*, the amount of your *plan account* will be the same as the amount of Life Cover held by the *first person covered*.

You can also choose whether the value of your *plan account* increases over time, decreases over time or stays level. For more about this, please see the information on 'Your *plan account* structure' below.

### Your plan account structure

Your *plan account* has one of these three structures, as shown in your *plan schedule*:

Your plan account structure	What this means
LEVEL	The value of the <i>plan account</i> is designed to stay the same over the life of the <i>plan</i> . It will only change if something happens such as you make a claim or change a cover.
INDEXED	The value of the <i>plan account</i> increases on each <i>plan anniversary</i> , in line with the <i>Retail Prices Index</i> (RPI) rounded to the next 0.25%. Each increase is limited to a minimum of 0% and to a maximum of 10%. We use the RPI figure that applies five months before each <i>plan anniversary</i> . Your <i>plan account</i> cannot exceed £18,000,000, including any increases as a result of indexation. If your cover lasts for the whole of your life then the increases will be applied automatically until the <i>plan anniversary</i> immediately before your 80th birthday. If your <i>plan</i> is a <i>joint life plan</i> this will be based on the younger of the two persons covered. At this point we will write to you and ask you to confirm whether you want your <i>plan account</i> to continue to be indexed. If you do not tell us that you want your <i>plan account</i> to be indexed we will automatically change it to a level <i>plan account</i> .
DECREASING	The value of the <i>plan account</i> decreases each month over the life of the <i>plan</i> . It decreases in the same way that the outstanding capital on a repayment mortgage would if the mortgage had: <ul style="list-style-type: none"><li>• An annual equivalent interest rate which you selected when you applied for your <i>plan</i>;</li><li>• The same term as the <i>plan</i>;</li></ul> You can only have a <i>decreasing account</i> if your <i>plan</i> has a <i>fixed term</i> .

Your *plan account* may change if we pay a *benefit*, or because of a change to your *plan*. There is more about changes to your *plan* in provision D.

## A2. How other covers work

The other covers you may have in your *plan* are not linked to the *plan account*. The amounts of these covers are set individually.

## A3. How long your plan lasts

Your Life Cover in your *plan* lasts for a defined term. This term can be up to a fixed date - this is called a *fixed term*. Life Cover can instead be for the whole of your life - this is called *whole of life*. Your *plan schedule* shows the date on which each of your covers terminates.

Once your *plan* has started, you cannot change the term of any cover from *whole of life* to *fixed term*, or from *fixed term* to *whole of life*.

# B. Life Cover.

## B1. Life Cover

Life Cover pays a lump sum if the *person covered* dies, or is diagnosed with a *terminal illness*. This cover may be for a *fixed term* or for *whole of life*.

### B1.1 When we will pay the benefit

When we pay the *benefit* depends on whether your *plan* is a *single life plan*, *joint life first death* or *joint life second death*.

Single or joint life?	When we will pay the benefit
<b>SINGLE LIFE PLAN</b>	We will pay the <i>benefit</i> if the <i>person covered</i> dies, or is diagnosed with a <i>terminal illness</i> that meets our definition. When we have paid this <i>benefit</i> , the <i>plan</i> ends.
<b>JOINT LIFE FIRST DEATH</b>	With a <i>joint life first death plan</i> , there are two people covered. If both people have Life Cover, we will pay the <i>benefit</i> if one of those people dies, or is diagnosed with a <i>terminal illness</i> that meets our definition. When we have paid this <i>benefit</i> for one <i>person covered</i> , we cancel all the covers for that person. We also cancel the Life Cover for the remaining <i>person covered</i> . If the remaining person has other covers in the <i>plan</i> , the <i>plan</i> continues. The remaining person can apply to us for new Life Cover under a new <i>plan</i> .
<b>JOINT LIFE SECOND DEATH</b>	This option is only available if you have chosen <i>Whole of Life Cover</i> , see provision A3. With a <i>joint life second death plan</i> , there are two people covered. We will pay the Life Cover <i>benefit</i> after both of the people covered have died, or have been diagnosed with a <i>terminal illness</i> that meets our definition. When we have paid this <i>benefit</i> the <i>plan</i> will come to an end.

### B1.2 How much we will pay

If both people covered in a *joint life plan* die, and it is not possible to determine who died first, we will pay the total amount of the *plan account*.

The maximum amount of Life Cover we will pay for each *person covered* under all policies issued by us is £18,000,000. In all other circumstances we will pay the *current benefit amount*.

### B1.3 When we will not pay

We will not pay the *benefit* if the death or diagnosis of *terminal illness* happens after the Life Cover's *date of expiry*. Your *plan schedule* shows this date.

Under certain circumstances, we may also not pay the *benefit* if the claim is due to *suicide*. For more about this, see provision D5.6.

### B1.4 What happens if you need to claim while we are still assessing your application for Life Cover

If you have applied for Life Cover on either a *single life plan* or *joint life first death plan* but we are still assessing your application, we automatically give you some limited Life Cover. This is called Immediate Cover. Immediate Cover is free of charge.

We will pay a *benefit* under Immediate Cover as long as all of the following apply:

- We have received a completed application from *you*;
- We have received a completed direct debit instruction from *you*;
- The claim is for death - *terminal illness* is not covered;
- *You* are under the age of 50 when we receive *your* application;
- *You* are a *resident* of the *United Kingdom*;
- *You* are not applying for Life Cover with any other company;
- *You* have appropriately answered 'no' to all *our* medical and health questions, and would normally be accepted on standard rates;
- *You* do not take part in any hazardous pursuits or sports or have an *occupation* that we would exclude or charge *you* extra for.

Immediate Cover stops when one of these happens:

- We accept *your* application;
- We decline *your* application;
- *Your* application is cancelled;
- 90 days pass since we received *your* application.

The amount of Immediate Cover is equal to the amount of Life Cover *you* applied for, up to a maximum of £500,000 across all *plans* *you* have applied with us.

Please note that Immediate Cover does not apply to *plans* which have been arranged on a *joint life second death plan* basis.

### **B1.5 LifestyleCare Cover**

LifestyleCare Cover allows *you* to access some or all of *your* Life Cover if *you* are diagnosed with an illness or condition that we cover and that meets *our* definition of that condition. *Your* claim also needs to meet other criteria. We set these out in this provision and Appendix 1.

LifestyleCare Cover is only available if *you* have chosen *Whole of Life* Cover. It is available on *single life plans* only.

#### **B1.5.1 When we will pay**

*Your* claim must meet the following criteria before we will pay it:

- *You* must be diagnosed with a condition that we cover. *Your* condition must meet one of the definitions set out in Appendix 1. We will use the criteria in Appendix 1 to assess *your* claim - irrespective of any changes to generally known definitions of medical terms, or to the way particular conditions are usually treated.
- We must have agreed to cover *you* for the condition *you* claim for. *Your plan schedule* shows whether we have excluded any conditions from *your* cover. If we have, we will not pay a claim for that condition.

We will ask *your* General Practitioner, and any *appropriate medical specialists* who are treating *you*, for medical evidence. We will need different types of information for different types of illness. For more about this, see Appendix 1. *Our* Chief Medical Officer will use this evidence to determine whether *your* claim is valid. *Benefits* under LifestyleCare Cover will be due when we confirm that the claim is valid - irrespective of when the claim is made.

### B1.5.2 How much we will pay

Your *plan schedule* shows your amount of LifestyleCare Cover. If your *plan account* structure is indexed, your LifestyleCare Cover will increase in the same way as the *plan account* at each *plan anniversary*. For more about indexation see provision A1.

The amount we will pay depends on:

- How severe your condition is, and
- The amount of LifestyleCare Cover you have

The lump sum we will pay you will be a percentage of your amount of LifestyleCare Cover. The percentage depends on how severe your condition is.

There are two severity levels:

Severity Level	What percentage of your amount of LifestyleCare Cover we pay
LEVEL 1	20%
LEVEL 2	100%

Appendix 1 shows which conditions are covered under Severity Level 1 and Severity Level 2.

### B1.5.3 When we will not pay

We will not pay the *benefit* for LifestyleCare Cover if:

- You suffer from a condition that we do not cover;
- You suffer from a condition that we excluded from your cover after assessing your application;
- Your condition does not meet our definition for that condition;
- You are making a subsequent claim that does not meet the criteria for a further payment;
- We do not receive written notice that you want to claim within six months of the *life-changing event* which causes you to claim;
- We do not receive the medical evidence we need from your General Practitioner and any *appropriate medical specialists* who are treating you;
- We believe the condition that led to your claim was one you were already experiencing before your *plan* started and which you should have disclosed to us when you first applied;
- You have selected LifestyleCare Cover Protector, and you do not survive for at least 14 days after the date that you meet a severity level 2 definition.

### B1.5.4 What happens if you need to make a subsequent claim

We will only make one Severity Level 1 payment.

If we have paid you a claim under Severity Level 1 you can make a subsequent claim for a Severity Level 2 condition. This can be for the same underlying condition, or a different one.

For the subsequent Severity Level 2 condition, we will pay the remaining amount of your LifestyleCare Cover.

### **B1.5.5 How your cover continues after a claim for LifestyleCare Cover**

The way *your* cover continues after a claim will depend on whether *you* have chosen LifestyleCare Cover Protector.

There are two types of LifestyleCare Cover Protector - LifestyleCare Cover Protector (level 1) and LifestyleCare Cover Protector (level 1 & 2). *Your plan schedule* will indicate whether *you* have selected LifestyleCare Cover Protector and if so which type.

#### **LifestyleCare Cover Protector not selected**

If we make a payment to *you* for a Severity Level 1 condition, the amount of *your* Life Cover and LifestyleCare Cover will reduce by the amount we have paid *you*.

If we pay *you* a claim for a Severity Level 2 condition, LifestyleCare Cover will be removed from *your plan*. The amount of *your* Life Cover will reduce by the amount we have paid *you*. If LifestyleCare Cover is removed from *your plan* *you* will no longer pay a premium for LifestyleCare Cover.

#### **LifestyleCare Cover Protector (level 1)**

If *you* have chosen LifestyleCare Cover Protector (level 1) and we make a payment for a Severity Level 1 condition, the payment will not affect the amount that is available for future Life Cover or LifestyleCare Cover claims.

If we pay *you* a claim under Severity Level 2, LifestyleCare Cover will be removed from *your plan*. The amount of *your* Life Cover will reduce by the amount we have paid *you*. If LifestyleCare Cover is removed from *your plan* *you* will no longer pay a premium for LifestyleCare Cover.

#### **LifestyleCare Cover Protector (level 1 & 2)**

If *you* have chosen LifestyleCare Cover Protector (level 1 & 2) and we make a payment for a Severity Level 1 condition, the payment will not affect the amount that is available for future Life Cover or LifestyleCare Cover claims.

If *you* meet the definition for a Severity Level 2 condition and *you* survive for at least 14 days after *you* meet the definition we will pay *your* remaining LifestyleCare Cover amount. LifestyleCare Cover will be removed from *your plan*. The amount of *your* Life Cover will not reduce. If LifestyleCare Cover is removed from *your plan* *you* will no longer pay a premium for LifestyleCare Cover.



# C. Other covers and options.

## C1. Mortgage Free Cover

Mortgage Free Cover is temporary Life Cover that covers *you* before *your plan* starts. It may be relevant to *you* if:

- *Your plan* is to cover a loan to buy or improve *your* home;
- *You* do not want *your plan* to start until *you* start paying back *your* loan.

We offer *you* Mortgage Free Cover in this situation because *you* might be legally committed to the loan before *you* start paying it back - for example, if *you* have exchanged contracts to buy a new home.

We do not charge *you* any premium for Mortgage Free Cover.

### C1.1 When you are eligible for Mortgage Free Cover

To be eligible for Mortgage Free Cover, *your plan* application must meet all of the following criteria:

- *You* are using *your plan* to cover a loan arranged through a recognised financial institution;
- *You* are using *your* loan to buy or improve *your* home;
- *You* are not using *your* loan to pay for a remortgage;
- *Your* loan is not covered by another life assurance policy or free cover arrangement like this one;
- We have accepted *your* application for Life Cover and told *you* which of *your* covers the Mortgage Free Cover applies to;
- The period from when *you* applied for *your plan* to when *you* are legally committed to a loan for buying or improving *your* home - for example when *you* exchange contracts - is less than four months;
- *You* and any other *person covered* must be younger than 50 on the date we issue *your acceptance letter*;
- *You* have a *single life plan* or a *joint life first death plan*.

### C1.2 When Mortgage Free Cover starts

Mortgage Free Cover starts when either of the following events happen:

- We issue *your acceptance letter*;
- *You* become legally committed to a loan for buying or improving *your* home - for example this might be when *you* exchange contracts.

*You* can only have Mortgage Free Cover in the period immediately before *your plan* starts. *You* cannot have it when *you* are changing *your plan* at a later stage.

### C1.3 When we will pay

If *you* need to make a claim under Life Cover while *you* are covered by Mortgage Free Cover, we will pay for the same reasons described in provision B1.1.

#### **C1.4 How much we will pay**

The amount of Life Cover *benefit we pay* will be the lowest of:

- The amount of cover that we state on *your acceptance letter*;
- The amount of *your mortgage or loan*;
- £300,000.

#### **C1.5 When the cover ends**

The *date of expiry* of Mortgage Free Cover is when the first of any of these events happen:

- Three months pass since *we issue your acceptance letter*;
- *Your mortgage starts*;
- *Your plan starts*; or
- *You are no longer legally committed to the loan, for any reason.*

### **C2. Waiver of Premium on Incapacity**

Waiver of Premium on Incapacity means that if *you* become incapacitated, we stop charging the *plan premium for your plan*.

- If *you have a single life plan*, *you* can choose to add this cover;
- If *you have a joint life plan*, *you* can choose to add this cover for just one *person covered*, or both people can have it separately;

*Your plan schedule* shows if *your plan* includes this cover. *You* can add or remove this cover at any time. If *you* apply to add it, we will *underwrite your request*.

#### **C2.1 When we will waive your plan premium**

We will waive *your plan premium* if *you* become ill, injured, or disabled, and *your incapacity* meets one of the following definitions:

A standard definition means that illness or injury makes *you* unable to perform the material and substantial duties of *your own occupation*. These are the duties that are normally needed to do *your own occupation* and that cannot reasonably be omitted or modified by *you* or *your employer*. To meet this definition, *you* must also not be working in any other *occupation* for payment or profit.

A special definition means the loss of the physical ability through an illness or injury to do at least three of the six *tasks designed to assess whether you can look after yourself*. We list these activities in provision C2.6. We use this definition to assess *houseperson* claims, see provision C2.6.

We offer people different definitions depending on whether they are in paid work and what kind of work they do. *Your plan schedule* shows which definition applies to *you* if it is not the standard definition.

#### **When we will start waiving your plan premium**

We will start waiving *your plan premium* on the day after *your deferred period* ends. The *deferred period* starts on the date *you* become incapacitated according to the definition that applies to *your plan*. It ends when *you* have been continuously incapacitated for one of:

- One month;
- Two months;
- Three months;
- Six months;
- Twelve months.

*You choose your deferred period when you set up this cover. If you have a joint life plan, each person covered can choose their own deferred period. For some own occupations you cannot choose a deferred period of one month. We will tell you if this applies to you.*

*Your plan schedule shows which deferred period applies to your Waiver of Premium on Incapacity.*

### **Telling us that you want to claim**

*If you become incapacitated and need to claim, you need to give us written notice within a specified period of time. This notification period depends on the deferred period you have chosen. If you have a deferred period of:*

- One or two months, *your notification period is two weeks; or*
- Three, six or twelve months, *your notification period is two months.*

*If we don't receive notice of your incapacity within the specified period, we may treat the deferred period as if it started on the date we actually receive notice.*

*If we receive notice more than 90 days after the end of the deferred period, we may decline your claim.*

### **Providing us with evidence for your claim**

*We will need to be satisfied that your claim is valid in order to waive your plan premium.*

*When you first make your claim, we will ask for evidence to substantiate it. This evidence may include, but is not limited to:*

- A report from *your* General Practitioner;
- Copies of *your* medical records;
- A report from any other *appropriate medical specialist*;
- *Your* hospital records, including copies of the results of any clinical tests or investigations;
- Information from *your* employer, including details of the duties of *your* employment;
- *Your* human resources records, including details of sickness absence.

*We may also need you to have a medical examination with an examiner that we choose, at our expense. We may appoint a disability counsellor or someone who represents us to talk to you about any aspect of your claim.*

*At reasonable intervals we may also ask you to fill in a claim form, to confirm that you are still entitled to Waiver of Premium on Incapacity.*

*If you do not give consent for us to access your medical information, or to get any other assistance or information that we need to assess your claim, then we may decline, suspend, or stop paying you any benefits under Waiver of Premium on Incapacity Cover.*

## **C2.2 How long we will waive your plan premium for**

### **When we will start waiving your plan premium**

We will start waiving *your plan premium* on the day after *your deferred period* ends. For more about the *deferred periods*, see provision C2.1.

### **When we stop waiving your plan premium**

We will continue to waive *your plan premium* until the first of the following occurs:

- You become able to start work in *your own occupation* again. We will base this on *your ability to work*, not the availability of work;
- You perform any kind of work for profit or reward;
- You unreasonably refuse to undergo recommended medical treatment or rehabilitation to reduce the effects of *your illness or injury*;
- You fail to provide us with satisfactory proof that you are entitled to the *benefit* within 30 days of us asking for it, or you do not have a physical examination and medical tests – at our expense – when we ask;
- You fail to provide us with satisfactory proof that *your incapacity* is ongoing when we ask for it. We might need this so we can confirm that you continue to be entitled to the *benefit*;
- Your Waiver of Premium on Incapacity Cover reaches its *date of expiry*. Your *plan schedule* shows the *date of expiry* for this cover;
- You are removed from the *plan*;
- The *plan* is cancelled;
- Your death.

### **C2.3 Which premium increases we will waive**

While we are waiving *your plan premium*, we will waive any increases that happen because:

- You have an indexed *plan account*;
- Your *plan premium* increases as a result of Optimiser or Premium Step;
- We review *your premium*.

While we are waiving *your plan premium*, you will have to pay any increases that happen because:

- You add more covers to *your plan*;
- You increase the amount of any of *your covers*.

### **C2.4 When we will not waive your plan premium**

We will not waive *your plan premium* if the *life-changing event* which causes *your claim* occurs after the *date of expiry* for this cover.

### **C2.5 What happens if you need to claim again**

If you recover and return to work but then need to make another claim under this cover, we will waive the *deferred period* for this subsequent claim. This waiver only applies if the subsequent claim is:

- Caused by the same *life-changing event* as the previous claim;
- Within three months of the original waiver of premium ending.

## C2.6 What happens if you are not in employment when you make a claim

### If you are unemployed or on a career break

If you become *unemployed* – or take a *career break* – and claim under Waiver of Premium on Incapacity Cover within a month of leaving work, we will assess your claim against your previous *own occupation*.

If you claim more than one month after leaving work, we will assess you as a *houseperson*. We may also change the *deferred period* that applies to your Waiver of Premium on Incapacity Cover. For more about the *deferred period* for Waiver of Premium on Incapacity Cover, see provision C2.1.

### Houseperson claims

We will use the *houseperson* category to assess claims for anyone who is:

- A *houseperson*;
- A student;
- Retired;
- Working less than 16 hours a week;
- *Unemployed* – and has been for at least one month.

### When we will accept your claim

If you become ill or injured to the extent that you cannot perform three out of the six *activities of daily living*, described below, we will accept your claim. You will not need to give us details of your earnings when you claim.

Activities of daily living (We also refer to these as tasks designed to assess whether you can look after yourself)	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 of bed</b>	The ability to get out of bed into an upright chair or wheelchair and back again

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

### How long we will pay for

We will stop waiving *your plan premium* under the *houseperson* category if:

- You start work in any *employment* or *occupation* for profit or reward;
- You no longer fail three out of the six *activities of daily living*.

If you start or return to work for profit or reward you need to tell us immediately. If you don't do this, we may:

- Stop waiving *your plan premium*;
- Cancel *your plan*.

### C2.7 What happens if you change your occupation

You do not need to tell us if you change your *occupation* while you are covered under *your plan*. We will assess any claims you make according to the *occupation* you were in immediately before you claimed.

If we would not normally use an *own occupation* definition for that *occupation*, then we may use *activities of daily living* to assess your claim. For more about *activities of daily living* assessments, see provision C2.6.

## C3. Guaranteed Insurability options

Guaranteed Insurability options allow you to increase your Life Cover when particular events happen in your life, without giving us any more information about your health.

Guaranteed Insurability options are automatically included in your plan as long as:

- We accepted you and any other person covered at standard rates;
- We have not added any special exclusions to your plan.

Your plan schedule shows if your plan includes Guaranteed Insurability options.

### C3.1 When you can use Guaranteed Insurability options

Event	The cover you can increase
	Life Cover
Childbirth or adoption	✓
Marriage or civil partnership	✓
New or increased mortgage	✓
Rental increase	✓
Promotion or change in job leading to a salary increase	✓
Increase in value of estate leading to an increase in inheritance tax liability*	✓
Legislative change leading to an increase in inheritance tax liability*	✓

\* Only available where Life Cover is arranged on a *whole of life* basis.

You can apply to increase your cover using Guaranteed Insurability options at any time, as long as your application meets all of the following criteria:

- You already have the relevant cover;
- One of the events shown in the adjacent table has happened in the last three months;

- *You give us the evidence we ask for to show that the event has happened within the last three months;*
- *You have not reached the **plan anniversary** immediately before your 55th birthday for;*
  - *Childbirth or adoption*
  - *Marriage or civil partnership*
  - *New or increased mortgage*
  - *Rental increase*
  - *Promotion or change in job leading to a salary increase*
- *You have not reached your 70th birthday for;*
  - *Legislative change leading to increase in inheritance tax liability options*
  - *Increase in value of estate leading to an increase in inheritance tax liability options*
- *Your plan is not suspended. For more about how this can happen, see provision D1.1*

If *you* want to use a Guaranteed Insurability option to increase *your* cover in line with an increase in *your* mortgage, *your* application must meet all of the following criteria:

- *You are using your plan to cover a mortgage or mortgages on your main residence;*
- *Your mortgage has increased, or you have taken out a new mortgage;*
- *Any increase in your total mortgage payments is solely to pay for a new main residence or to improve your existing main residence.*

If *you* want to use a Guaranteed Insurability option to increase *your* cover amount in line with a rental increase, *your* application must meet one of the following criteria:

- *Your rental amount has increased as a result of you moving into a new property as your main residence; or*
- *Your landlord has increased the rental amount you are liable for.*

We will increase *your* cover amount as soon as we have accepted *your* application.

#### **Legislative change leading to an increase in inheritance tax liability**

If *your plan* has been arranged on a *whole of life* basis, *you* can also increase *your* cover if a change in legislation increases the inheritance tax liability on *your* estate. A legislative change is limited to a change in inheritance tax rate, inheritance tax rate bands, inheritance tax reliefs and exemptions.

In order to exercise this option there must be evidence that the death *benefit* under the *plan* is in force to cover the potential inheritance tax liability on *your* estate.

VitalityLife reserves the right to request evidence of the increased potential inheritance tax liability.

#### **Increase in value of estate option**

If *your plan* has been arranged on a *whole of life* basis, *you* can also increase *your cover* if the potential inheritance tax liability on *your estate* increases as a result of an increase in the value of the estate due to receipt of a gift or inheritance.

VitalityLife reserves the right to request evidence of the event and the increase in inheritance tax liability before allowing the Guaranteed Insurability *benefit* to be exercised.

### **Splitting a joint life plan into two single life plans upon divorce or dissolution of a civil partnership**

*You* can split a *joint life first death plan* into two separate *single life plans* upon getting divorced or dissolving *your civil partnership*.

*You* can apply to split *your joint life plan* using the Guaranteed Insurability option at any time, as long as *your application* meets all of the following criteria:

- *You, your spouse or your civil partner* must be both persons covered under the original *plan*;
- The original *plan* was used for the purpose of protecting a mortgage where:
  - The mortgage has been rearranged to be in the name of just *you, your spouse or your civil partner* or;
  - *You, your spouse or your civil partner* have taken out a new mortgage;
- The divorce or dissolution of *your civil partnership* has happened in the last three months, and *you* can provide the necessary evidence we request;
- *Your plan* is not suspended. For more about how this can happen, see provision D1.1;
- The two new *plans* must each meet *our* minimum premium requirements.

The two new *plans* will be subject to premium rates and provisions applicable at the time of the request. Any *underwriting* terms that applied to the original *plan* for either *person covered* will also apply to their new, respective *plans*.

Each *plan* term must be at least as long as *our* minimum term requirements and the amount of cover and term must not be greater than the amount of cover and term *you* had on the original *plan*.

If either *person covered* wants to add to or increase their cover or increase the *date of expiry* they had under the original *plan*, we will need to *underwrite* their request and will be calculated using premium rates applicable at the time of the request.



### C3.2 Limits to using Guaranteed Insurability options

There are limits to the amount *you* can increase *your* Life Cover certain covers by, and the number of times *you* can increase it:

#### Limits to each cover

Event	Life Cover
<b>Childbirth or adoption</b>	The limit is 50% of the initial level of cover. <i>You</i> cannot increase it more than twice.
<b>Marriage or civil partnership</b>	The limit is 50% of the initial level of cover. <i>You</i> cannot increase it more than once.
<b>New or increased mortgage</b>	The limit is the amount of the new mortgage or the increase in the mortgage.
<b>Rental increase</b>	The limit is the lower of 50% of the initial cover amount and the increase in the annual rental amount that <i>you</i> are liable for multiplied by the remaining cover term in years.
<b>Promotion or change in job leading to a salary increase</b>	The limit is the lower of 50% of the initial cover amount, the increase in <i>your</i> salary or £50,000.
<b>Legislative change leading to an increase in inheritance tax liability</b>	The limit is 50% of the initial level of cover or the increase in the inheritance tax liability on the portion of <i>your</i> estate covered by the <i>plan</i> which is a direct result of the legislative change.
<b>Increase in value of estate option</b>	The limit is the lower of: <ul style="list-style-type: none"><li>• 50% of the initial level of cover;</li><li>• The increase in the inheritance tax liability on the portion of <i>your</i> estate covered by the <i>plan</i>. This increase must be as a direct result of the receipt of the gift or inheritance;</li><li>• £50,000.</li></ul> This option can only be exercised once.

The maximum *you* can increase *your* Life Cover by using any of the Guaranteed Insurability options, described in this provision, is £150,000. This maximum applies across the whole life of *your plan*.

If *you* use a Guaranteed Insurability option to split a *joint life first death plan* into two *single life plans* upon divorce or dissolution of a *civil partnership*, the maximum cover for the *second person covered* is £500,000.

### C3.3 How using Guaranteed Insurability options affects your plan

If *you* use Guaranteed Insurability options to increase a cover, we will increase *your* premium for that cover. We will work out the amount of the premium increase using *your* age and the premium rates applicable at the time of the request.

If *your plan* includes the Waiver of Premium on Incapacity Cover, we will work out new premiums for this as well, using the rates applicable at the time of the request.

We will apply the same provisions to an increase in cover as those we applied when that cover was added to *your plan*.

### C3.4 When your Guaranteed Insurability options end

#### If you make a claim

If you make a claim we will cancel your Guaranteed Insurability options. If you have a *joint life plan*, the other *person covered* can still use their Guaranteed Insurability options, but only for covers that are not attached to the *plan account*.

#### Date of expiry

Your Guaranteed Insurability options end on the *plan anniversary* immediately before your:

- 55th birthday for *childbirth or adoption, marriage or Civil Partnership, divorce or dissolution of Civil Partnership, new or increased mortgage, rental increase and promotion or change of job leading to a salary increase*.
- 70th birthday for legislative change leading to increase in inheritance tax liability or, increase in value of estate leading to an increase in inheritance tax liability options

# D. Managing your plan

## D1. Paying your premiums

Your *plan premium* is made up of the individual premiums for each of the covers in your *plan*. Your *plan schedule* shows the details of your *plan premium*.

You pay your *plan premiums* either monthly or annually, in advance. Your selected payment frequency is shown in your *plan schedule*. If you have selected monthly, your *plan premiums* will be paid by direct debit. If you have selected annually, the *plan premium* will be paid for by either direct debit, Electronic Fund Transfer (EFT) or Telegraphic Transfer (TT).

The premiums for any Waiver of Premium on Incapacity Cover depend on the premiums you pay for the other covers you have in your *plan*.

### D1.1 What happens if you do not pay your plan premium

If you do not pay your *plan premium* by the due date, we will suspend all the covers in your *plan*. However, you can ask us to reinstate your *plan* within seven months of the date of the first unpaid *plan premium* as long as:

- You pay all of the outstanding *plan premium*. If your premium would have increased in the time that you have not been paying it, you will need to pay the increased amounts;
- You provide us with a new direct debit instruction so we can collect future *plan premium*;
- You and any other person covered by the *plan* completes a reinstatement application form. This is so that we can *underwrite* your request. We may offer you revised terms, or decline your request.

### D1.2 When your premiums end

Your *plan schedule* shows the *date of expiry* of each of your covers. It also shows whether your premium will increase automatically. The *date of expiry* will be different for each person covered by the *plan*.

We will collect your final premium for each cover on the last due date before the *date of expiry*.

### D1.3 Indexed premium increases

If the *benefit* for your cover is indexed, we will increase your premiums annually. The amount by which we will increase your premiums will depend on your age at the time your cover increases. For *joint life plans* this will be based on the age of the younger of the two people covered.

If you have not reached the *plan anniversary* immediately before your 80th birthday the amount by which we increase your premiums will also depend on the percentage rise in the *Retail Prices Index*, rounded to the next 0.25% at the time your cover increases.

Your premiums will increase in one of three ways:

The percentage increase in the <i>Retail Prices Index</i>	Premium increase amount
Above 0% up to and including 1.75%	Total of the percentage increase in the <i>Retail Prices Index</i> plus 1.5%
2% up to and including 7.75%	Total of the percentage increase in the <i>Retail Prices Index</i> plus 2.5%
8% and above	Total of the percentage increase in the <i>Retail Prices Index</i> , to a maximum of 10%, plus 3.5%

If the percentage change in the *Retail Prices Index* is 0% or less, then there will be no change in *your* cover amount or premium.

Once *you* have reached the *plan anniversary* immediately before *your* 80th birthday the premiums will increase by the total of:

- The percentage rise in the *Retail Prices Index* rounded to the next 0.25%, from a minimum of 0% to a maximum of 10%; and
- 5%

If the *Retail Prices Index* is not suitable, we will use another index that measures retail price inflation.

We will increase indexed premiums on each anniversary of *your plan*. We will send *you* a new *plan schedule* one month before the increase is due to take effect. The *plan schedule* will show *you* how much the premiums are going to increase by.

*You* do not have to accept the increase to *your* premiums. However, if *you* do not want to accept them, *you* need to notify *us* before the date that the increases are due to take effect. *You* can ask *us* not to apply indexation in any year. If *you* decline indexation, then *your* premium and cover amount will not increase due to indexation for that year. If *you* do this for three consecutive years for any individual cover, we will cancel the indexation for that cover.

If *your* cover continues beyond *your* 80th birthday, then at the *plan anniversary* immediately before *your* 80th birthday (for *joint life plans* this will be based on the age of the younger of the two people covered) we will write to *you* and ask *you* to confirm whether *you* want *your* covers to continue to be indexed. If *you* do not tell *us* that *you* want *your* covers to be indexed we cancel indexation on *your plan* and *your* premiums and cover amounts will no longer increase due to indexation.

There will be no change to *your* premiums or *your* cover amounts if we cancel indexation.

If we have removed indexation, *you* can apply for *us* to reintroduce it. However, we will need to repeat the *underwriting* process for all the *persons covered*.

#### **D1.4 How your Vitality Status affects your premiums**

Your premium may change as a result of your Vitality Status. We will apply these changes on your plan anniversary in addition to any other changes that are due. We apply any changes as a result of your Vitality Status after any changes that result from indexation, a review of your premiums, or if you have chosen Premium Step.

We will tell you if your premium is going to change at least one month before your plan anniversary.

For more about how the Vitality Programme may affect your premium, see provision E2.

#### **D1.5 Premium Step**

Premium Step is only available if you have selected Whole of Life Cover, with or without LifestyleCare Cover, and guaranteed premiums (see provision D2).

With Premium Step your initial Whole of Life Cover, or Whole of Life Cover with LifestyleCare Cover, premium starts lower than an equivalent Whole of Life premium that does not include Premium Step.

At each plan anniversary your Whole of Life Cover, or Whole of Life Cover with LifestyleCare Cover, premium will increase by 2.5%.

We will apply any change in Whole of Life Cover, or Whole of Life Cover with LifestyleCare Cover, premium as a result of Premium Step before any change as a result of indexation or your Vitality Status. Your plan schedule indicates whether you have chosen Premium Step.

### **D2. Guaranteed premiums**

Your plan schedule shows whether any of your covers have guaranteed premiums.

#### **D2.1 A guaranteed premium is one that will only change**

- If you change your plan;
- If you make a claim;
- Depending on your Vitality Status (See provision E);
- If your premiums are indexed;
- At each plan anniversary if you have chosen Premium Step (See D1.5).

### **D3. Reviewable premiums**

We will review your premiums periodically if your plan schedule shows that any of your covers have reviewable premiums.

#### **D3.1 How we review your premiums**

When we review your premiums, we do not look at your individual circumstances such as your health. We look at the premiums we are charging to everyone we insure.

We will look at:

- *Our* claims experience, and the experience of the whole insurance industry;
- Medical trends and advances, including treatments and diagnostic techniques that could affect *our* claims experience for any of the covers that we provide;
- The potential future costs to *us* of settling claims;
- Changes in applicable law or taxation.

A review will affect each type of cover in *your plan* separately. It will apply to the full amount for each cover in *your plan*, including any changes *you* have made to *your cover* since *you* set *your plan* up. The date for each review will be based on the *start date* of the cover for each *person covered*, even if *you* have made later additions to the cover.

For some premiums, any change following a review could affect other covers in *your plan*. For more about this, see provision D1.

If *your* premium changes because of the *Vitality Programme* or Premium Step, this does not count as a review.

### **D3.2 Reviewing premiums for a Whole of Life plan account**

Unless *your plan schedule* shows that *you* have guaranteed premium rates we will review *your* premiums for *your Whole of life plan account* on the tenth anniversary of that cover. We may then review them every year. However, if we change one of *your* premiums as a result of a review, we will not review that premium again for another ten years.

The exception to this is we will also review the premium on the 75th birthday of each *person covered*. Even if we change the premium, we will review it each subsequent year.

If *you* have a *joint life plan*, we will review the premiums for each *person covered* separately.

There is no limit on the amount we might increase or reduce *your* premium by after a review.

### **D3.3 Reviewing premiums for a fixed term plan account**

If *you* did not choose guaranteed premiums on a *fixed term plan account* we will review *your* premiums on the fifth anniversary of *your plan*. We may then review them every year.

However, if we change one of *your* premiums as a result of a review, we will not review that premium again for another five years. If *you* have a *joint life plan*, we will review the premiums for each *person covered* separately.

There is no limit on the amount *your* premium could increase or reduce by after a review.

### **D3.4 Telling you if your premium needs to change**

If *your* premium needs to change as a result of a review, we will tell *you* at least one month before the date the change is due to take effect. We will also explain *your* options.

### D3.5 Your options if your premium needs to change as a result of a review

This table shows *your* options if *your* premium needs to change as the result of a review.

If your premium needs to:	You can choose to:	What you need to do:
Increase	Accept the increased premium	<i>You</i> do not need to do anything
	Keep <i>your</i> current premium and have less cover	Tell <i>us</i> in writing within 30 days of receiving <i>our</i> notification. If <i>your</i> current premium is below <i>our</i> allowable minimum, we will ask <i>you</i> to increase <i>your</i> premium to the minimum level.
	Cancel <i>your</i> cover	For how to cancel a cover, see provision F
Decrease	Accept the decreased premium	<i>You</i> do not need to do anything
	Ask to keep <i>your</i> current premium and have more cover	Apply to <i>us</i> in writing within 30 days of receiving <i>our</i> notification. We may need to <i>underwrite your</i> request.
	Cancel <i>your</i> cover	For how to cancel a cover, see provision F

### D4. Changing your covers

There are several ways *you* can change *your* covers. *You* can apply to:

- Add or increase covers;
- Remove or reduce covers;
- Remove the *second person* covered from a *joint life plan*;
- Change the *fixed term* of *your* covers;
- Lower *your* premiums because of a change in *your* circumstances;
- Remove Optimiser;
- Remove Premium Step.

We explain below when and how *you* can make these changes.

If *your plan* is suspended, *you* cannot make any changes to it. Any changes will be subject to the premium rates applicable at the time of the request. Premiums for other covers may also change as a result of *your* requested update to any of *your* covers.

#### D4.1 Adding or increasing covers

*You* can apply to add covers to *your plan*, or increase *your* existing levels of cover, at any time - subject to the restrictions explained below.

Applications for any addition or increase *you* make will be subject to *our* terms and conditions when *you* make the change.

#### **Restrictions on adding or increasing covers**

- You cannot make an addition or increase if it would be beyond the limits that apply to *your plan*;
- We may subject *your* request for an addition or increase to *underwriting*;
- You cannot add or increase covers if you are *resident* outside the *United Kingdom*;
- If *your plan premium* is being waived at the time you ask to add or increase covers, you will need to pay the *plan premium* for the increased amount.

#### **D4.2 Removing or reducing covers**

You can apply to reduce *your* existing levels of cover, at any time.

Reducing a cover might also reduce other covers in *your plan*. The *premium* for these covers might also change, but overall *your plan premium* will not increase.

If *your plan premium* drops below the minimum *plan premium* we allow, we may ask you to maintain it at a higher level. If this happens, you will receive a level of cover that reflects that higher *plan premium*.

#### **D4.3 Removing the second person covered from a joint life plan**

If you have a *joint life first death*, you can remove the *second person covered* from it. If you do, the *plan* will continue as a *single life plan*.

When we remove the *second person covered* from *your plan*, we will remove all the covers from the *plan* that apply to that person.

If *your new premium* drops below the minimum premium we allow, we may ask you to maintain it at a higher level. If this happens, you will receive a level of cover that reflects that higher premium.

This option is not available on *joint life second death plan*.

#### **D4.4 Changing the fixed term of your covers**

You can change the *fixed term* of your Life Cover at any time, as long as your new total *plan premium* does not drop below our minimum allowable *plan premium*. If you have a decreasing *plan account*, you cannot change the term of individual covers within it; all the covers must have the same term.

If you want to increase a *fixed term*, we will need to *underwrite your* request.

If a *fixed term* cover pays a lump sum, you cannot extend the *fixed term* beyond the *date of expiry* of your *plan account*.

If you make a change to certain covers, other covers in *your plan* could be affected. For more about this, see provision D.

#### **D4.5 Lowering your premiums because of a change in your circumstances**

If a change in *your circumstances* could lead to a lower premium, it is in *your interest* to tell us. We may then offer you a new premium, as long as:

- You complete a declaration of health form, if we ask you to, that confirms you are in good health;
- The new *plan premium* is lower than *your current one*.

An example of a change in circumstance that we will consider is giving up smoking.



#### D4.6 Removing Optimiser

If *your plan schedule* shows that you have chosen Optimiser, you can apply to remove this option at any time.

Optimiser is available with *Vitality Benefits (Vitality Plus or Vitality Select)*. For more information on *Vitality Plus* or *Vitality Select* please see *your separate Vitality Programme terms and conditions*. If you cancel *your Vitality Plus*, Optimiser will be removed from *your plan*.

If Optimiser is removed, *Vitality Plus* will also be removed from *your plan* and *your premiums* will change as follows:

- If you want to keep *your premium* at the same level until the date of expiry, the level of cover will be reduced. We will calculate the new level of cover for each of the covers in *your plan*.
- If you want to keep *your benefit* at the same level until the date of expiry, the premium will increase.

*Vitality Select* will remain on *your plan*, but you may not be able to add Optimiser to *your plan* again after it has been removed.

#### D4.7 Removing Premium Step

If *your plan schedule* shows that you have chosen Premium Step, you can apply to remove this option at any time.

If Premium Step is removed *your premiums* will change as follows:

- If you want to keep *your premium* for *Whole of Life Cover* or *Whole of Life Cover with Lifestyle Cover* at the same level, the level of cover will be reduced;
- If you want to keep *your Whole of Life Cover* or *Whole of Life Cover with LifestyleCare Cover* at the same level, the premium will increase.

### D5. Claiming a benefit

This provision explains:

- How and when you can claim a *benefit* under *your plan*;
- Who we will pay the *benefit* to;
- The exclusions to claiming a *benefit*.

#### D5.1 Who we will pay the benefit to

We will pay the *benefit* to the person legally entitled to receive it.

#### D5.2 Telling us about a claim

If a claim needs to be made under *your cover*, we need you to tell us as soon as possible. We describe the exact notification requirements for each type of cover in the individual cover sections of these *plan* provisions.

#### D5.3 What we need before we can settle a claim

For the purpose of complying with *our Anti-Money Laundering obligations*, we may require a claim recipient to give us satisfactory proof of their identity.

For a Life Cover claim, we will need proof that the *person covered* has died. If *your plan* is arranged on a *joint life second death* basis we will need proof that both people covered have died. We may also need proof of the age(s) of the person(s) covered, if we have not already received it. For each type of cover, we describe what we need before we can settle a claim in the individual cover sections of these *plan* provisions.

If *your plan* has been placed in trust, we will require a copy of the original trust deed. Please ensure that the trustees keep this in a safe place.

#### **D5.4 Confirming that you are incapacitated**

For some types of cover, we may need to assess whether *you* are incapacitated. To make this assessment, we will need an *appropriate medical specialist* to confirm 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 explain these tests below. The individual cover sections in these provisions will explain which tests in section C2.6.

#### **D5.5 Making a claim when you are abroad**

If *you* are outside the *United Kingdom*, the Channel Islands or the Isle of Man when *you* make a claim for anything other than Life Cover, we will need an *appropriate medical specialist* to confirm all *your* information and *your* diagnosis. We will consider information from *appropriate medical specialists* in *permitted countries*.

#### **D5.6 Exclusions**

##### **General exclusions**

If the illness, condition or procedure *you* are claiming for is a consequence of an excluded condition, we will not pay any *benefit* under Waiver of Premium on Incapacity, LifestyleCare Cover or Mortgage Free Cover.

This applies to the exclusions that were included in *your* acceptance terms at the start of the *plan*.

We will not pay any *benefits* for Waiver of Premium on Incapacity, LifestyleCare Cover or Mortgage Free Cover if *your* claim arises, either directly or indirectly, because *you* unreasonably do not seek or follow medical advice.

##### **Exclusions for Life Cover**

We will not pay a claim for Life Cover if one of the people covered dies as a result of *suicide* within 12 months of:

- The *start date* of the Life Cover;
- The date they were added to the *plan*;
- The date the *plan* was re-instated if it was suspended because *your plan premium* was not paid.

If *you* have increased the Life Cover under *your plan*, and any of the people covered dies as a result of *suicide* within 12 months of the increase, we will not normally pay the additional amount as part of the claim.

##### **Exclusions for LifestyleCare Cover**

Appendix 1 explains the exclusions that apply to claims for specific illnesses under LifestyleCare Cover.

We will not pay a *benefit* for any illness or condition that is not listed in Appendix 1. This exclusion applies even if the generally accepted definition of a medical term or the treatment of a condition changes after the *start date of your plan*.

We may have excluded specific conditions from *your* LifestyleCare Cover. If we have, and *you* make a claim we will not pay a *benefit* if *our* Chief Medical Officer believes that the illness is a direct result of the conditions that we have declined or excluded.

We will only accept a claim if the condition *you* are claiming for occurred after the *start date of your plan*, or *you* disclosed it to *us* when *you* applied for cover.

#### **Exclusions for Mortgage Free Cover and Immediate Cover**

Mortgage Free Cover and Immediate Cover provide limited Life Cover depending on *your plan*. For more about these, see provision C1 and provision B1.4. The exclusions that apply to Life Cover apply in the same way to Mortgage Free Cover and Immediate Cover, as appropriate.

#### **Exclusions under Waiver of Premium on Incapacity**

If the person making the claim is temporarily based outside the *permitted countries*, we will only waive a maximum of 12 months' *plan premium* for Waiver of Premium on Incapacity.

#### **Exclusions for Guaranteed Insurability options**

If *you* used *your* Guaranteed Insurability options to increase or add to *your* cover, we will not pay a claim if the illness or disability causing the claim:

- Was known when *you* used *your* Guaranteed Insurability options;
- Would have resulted in *us* paying a *benefit* before *you* used *your* Guaranteed Insurability options.

# E. How Vitality rewards you for being healthy.

The *Vitality Programme* helps the *person covered* improve their health - and saves *you* money at the same time. It encourages them to be healthy by offering all adults on the *plan* discounts with a range of health partners. By taking steps to improve their health they can increase their *Vitality Status*. They start on Bronze. By taking steps to look after their health, they can increase their status to Silver, Gold or even Platinum. The higher their status the greater the discounts and rewards. Some Vitality rewards and *benefits* are only available to those who are over the age of 18.

The *Vitality Programme* is provided to *you* by Vitality Corporate Services Limited.

Please refer to the separate terms and conditions for more information on the *Vitality Programme*.

## E1. Your Vitality Status

When *you* take steps to look after *your* health, *you* could improve *your* *Vitality Status*. There are four *Vitality Statuses*:

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

## E2. Optimiser

With Optimiser *your* initial *premium* starts lower than an equivalent *plan* that does not include Optimiser and *your plan premium* may change on each *plan anniversary*. *Your plan schedule* indicates whether *you* have chosen Optimiser.

Optimiser can be added at any time during the term of *your plan* and once added, will automatically include *Vitality Benefits* - either *Vitality Plus* or *Vitality Select* on *your plan*. Please see provision E3 for more information on *Vitality Benefits*.

We will recalculate *your plan premium* on each *plan anniversary* until the *date of expiry* of each cover.

### E2.1 How we calculate the change in your plan premium

Where *you* have chosen Optimiser, we will recalculate *your plan premium* based on *your Vitality Status* at each *plan anniversary*. The following table shows *you* how *your plan premium* can change:

Vitality status	Premium change
-----------------	----------------

BRONZE	+2.5%
SILVER	+1.5%
GOLD	+0.5%
PLATINUM	No change

If the premiums for *your* covers change, the premiums for any waiver or premium cover could also change (see provision D1).

We will apply any change in premium as a result of Optimiser after any changes as a result of indexation, Premium Step or a review of *your* premiums. For more about how indexation could affect *your* premiums, see provisions D1.3. For more about how a review of *your* premiums could affect *your* premiums, see provision D3. For more information about how Premium Step could affect *your* premiums, see provision D1.5.

### E3. Vitality Benefits on your plan

#### E3.1 Vitality Benefits for plans without Optimiser

*Vitality Select* is automatically included on *your plan* at no additional cost.

*Vitality Select* gives you access to the wide range of discounts and rewards. Please refer to the separate terms and conditions for more information on *Vitality Select* and the *Vitality Programme*.

#### E3.2 Vitality Benefits for plans with Optimiser

For Optimiser *your plan* will automatically include *Vitality Benefits* - either *Vitality Plus* or *Vitality Select*. *Your plan schedule* indicates whether *your plan* includes *Vitality Plus* or *Vitality Select*.

*Your initial premium* will define which *Vitality Benefits* *your plan* includes, either *Vitality Plus* or *Vitality Select*. If *your initial premium* is:-

- Below £45\* for a *single life plan* or £60\* for a *joint life plan* then *Vitality Select* will automatically be included on *your plan*,
- £45\* or above for a *single life plan* or £60\* or above for a *joint life plan* then *Vitality Plus* will automatically be included on *your plan*.

#### E3.3 How my Vitality Benefits may change during the duration of my plan

There will be no change to *your Vitality Benefits* as a result of a change to *your* premiums for any of the following:-

- *Vitality status* premium adjustments;
- Indexation;
- Premium Step adjustments;
- Review of *your* premiums;
- Existing covers expire; or

- A valid claim on existing cover.

However, the *Vitality Benefits* you have access to may change if you make one or more of the following changes to your plan:-

- Add or increase covers,
- Remove or reduce covers,
- Remove a person covered from a joint life plan or add a person covered to your existing plan,
- Split a joint life plan into two single life plans,
- Change the fixed term of your covers,
- Change your deferred period,
- Reduce your premiums because of a change in your circumstances.

The *Vitality Benefits* you have access to will only change if, as a result of one of the above, your premium changes. This will only happen in one of following ways:-

1. Your plan has Optimiser including *Vitality Select* and you make a change to your plan such that your premium increases to £45\* (single life) or £60\* (joint life) or more. In this case *Vitality Select* would be removed from your plan and replaced with *Vitality Plus*.
2. Your plan has Optimiser including *Vitality Plus* and you make a change to your plan such that your premium reduces below £45\* (single life) or £60\* (joint life). In this case *Vitality Plus* would be removed from your plan and replaced with *Vitality Select*.

\* This is the current initial plan premium that determines which *Vitality Benefits* (*Vitality Plus* or *Vitality Select*) you will receive on your plan. This applies to all plans that have selected Optimiser now. The premium requirements which determine your *Vitality Benefits* may change.

#### **E3.4 Cancelling your Vitality Benefits**

If *Vitality Plus* is cancelled, Optimiser will be removed from your plan and your premiums will change as described in provision D4.6.

If you have *Vitality Select*, this will remain on your plan, but you may not be able to add Optimiser to your plan again after it has been removed.

#### **E4. The 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.

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.

As new opportunities and technologies emerge, the way you are rewarded for being healthy will change over time. The discounts and rewards depend on relationships with third party providers and the range of services these providers offer.

Please refer to the separate terms and conditions for more information on the

*Vitality Programme*. This includes changes to the way you are awarded *Vitality Programme* points, the eligible activities, incentives and partners offered, and how your *Vitality Status* could change as a result.

If you're not satisfied with the changes, you may cancel your plan in accordance with the information in provision F3.

If you would like details of the incentives and rewards that are in effect at any time, you can call us on 0345 601 0072.

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# F. General terms and conditions.

## F1. When your plan ends

Your plan will end when the first of the following occurs:

- The death of the *person covered* in a *single life plan*, or one of the *persons covered* in a *joint life first death plan* or both *persons covered* in a *joint life second death plan*;
- All covers under your plan have reached their *date of expiry*;
- You cancel your plan.

## F2. When we can make changes to your plan

We may change the terms of your plan for any of the following reasons:

- a. To respond, in a proportionate manner, to changes in the way we administer plans of this type.
- b. To respond, in a proportionate manner, to changes in technology or general practice in the life and pensions industry.
- c. To respond, in a proportionate manner, to changes in taxation, the law or interpretation of the laws of England and Wales, decisions or recommendations of an Ombudsman, regulator, UK Court, the European Court of Justice, or similar person, or any code of practice with which we intend to comply (with the exception of Guaranteed Premiums, unless such change is required by the Financial Services Regulator from time to time).

If we consider any variation to these conditions is to your advantage or is necessary to meet regulatory requirements, we may make the change immediately and will tell you at a later date.

We will tell you in writing of any change we consider is to your disadvantage (other than any change necessary to meet regulatory requirements) at least 60 days before the change becomes effective, unless it is not possible for us to do this, in which case we will give you as much notice as we can.

## F3. Cancelling your plan

### When you may cancel your plan

You can cancel your plan at any time.

If you cancel within 30 days of receiving your plan details, we will refund your plan premium, as long as you have not made a claim.

If you pay your premiums monthly and you cancel your plan after 30 days, we will not refund your plan premium.

If you pay your premiums annually and you cancel your plan after 30 days, we will calculate your premium as though it were monthly and will refund you for the remainder of the plan year from the cancellation date.

To cancel your plan, you will need to contact us via one of the following methods:



Phone: 0800 030 4903  
Email: VitalityLife\_CreditControl@vitality.co.uk  
Post: VitalityLife, Sheffield, S95 1BW

## When we may cancel your plan

### Fraud

We may cancel *your plan* if you:

- Make any untrue statements to us
- Fail to disclose any material facts relevant to *your plan* or a claim
- Act fraudulently in any other way

If we cancel *your plan* because of fraud, *your plan* will become void.

### Other reasons

The Financial Conduct Authority (FCA) publishes an Insurance Conduct of Business Sourcebook that sets out the rules to do with when it is reasonable for a company to cancel a *plan* like this one. We will apply these rules to *your plan*. We will apply these rules to the *plan* as a whole, rather than to each type of cover separately. The FCA may update their rules during the life of *your plan*. For the latest rules, please contact the FCA at [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk) or by phoning 0800 111 6768. You can also download the Conduct of Business Sourcebook at [www.fca.org.uk](http://www.fca.org.uk).

### F4. Cash value

*Your plan* does not have any cash value.

### F5. Mis-statement of age

If any *person covered* under the *plan* did not state their age accurately when they applied, we will change the terms of the *plan* in a way that we consider to be just and reasonable.

### F6. Assignment

If you assign any of *your* legal rights under the *plan* to someone else, including changing who is entitled to the *plan*, you need to give us written notice. Please do this by writing to: Vitality Life Limited, Sheffield, S95 1BW.

We will not change who is entitled to *benefits* under *your plan* until we receive this notice.

### F7. Payments and currency

All payments we make to you will be to a bank account registered in the *United Kingdom*. In addition, all payments made to us must be from a bank account registered in the *United Kingdom*. You must also be the registered account holder of the bank account; alternatively there must be an *insurable interest* between you and the registered account holder of this bank account.

We cannot make any payments to you, nor accept any payments from you if the

bank account is registered outside the *United Kingdom*.

All payments must be in pound sterling (GBP).

### **F8. Impact on means tested benefits**

Payments of *benefits* from this *plan*, including LifestyleCare Cover may affect *your* entitlement to receive means tested *benefits* from the government or *your* local authority. We recommend that *you* seek professional advice if *you* are concerned about this.

### **F9. Complaints**

#### **Our commitment to you**

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.

#### **How to contact us**

*You* can contact *us* by letter, phone or email. It will help if *you* give *your* name, address and *plan* number. Either send *us* a secure message via *our* Member Zone at [vitality.co.uk/member](http://vitality.co.uk/member). Call *us* on the number shown on *your* certificate of insurance.

#### **Or you can write to us at:**

VitalityLife Customer Services, Sheffield, S95 1BW

#### **How we will deal with your complaint**

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
- 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 send *you* a detailed 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;
- Update *you* every four weeks if the investigation is not complete and explain the reason for the delay.

#### **What to do if you are still not happy with the outcome**

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 *our* 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.

#### **F10. If we cannot meet our obligations**

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *we* cannot meet *our* obligations. Whether or not *you* are able to claim and how much *you* may be entitled to will depend on the specific circumstances at the time.

For further information about the scheme please contact the FSCS at: [www.fscs.org.uk](http://www.fscs.org.uk).

#### **F11. Insurable interest**

*You* must have an *insurable interest* in the *person covered* when *you* take out the *plan*. If *insurable interest* does not exist, *your plan* will become void.

#### **F12. Law**

We will govern and interpret *your plan* according to the applicable laws and regulations of England and Wales. Where we are required to change *your plan* under these laws and regulations we will do so. *Your plan* will be subject to the exclusive jurisdiction of the English courts.

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*. We include the *planholder* and any other *person covered* as party to the *plan*.

#### **Sanctions**

We will not be responsible or liable to make any payment to *you* or any third party covered under *your plan* howsoever arising (including, but not excluding, payment of any *benefit*) when doing so would put *us* in breach of any applicable economic sanctions, laws and regulations of the European Union, the *United Kingdom*, the United Nations or any other legal regime or code of practise we may consider applicable.

Economic sanctions are subject to changes and include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities.

If *you*, or any third party who is covered under *your plan*, are the subject of sanctions, we may not be able to provide cover under *your plan* and we may

terminate *your plan* with us.

### **F13. 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"), Vitality Life Limited ("VitalityLife") and ("VitalityInvest"). Together "Vitality" arranges and administers products provided by VitalityHealth, VitalityLife and VitalityInvest. Vitality Corporate Services Limited is the data controller for the management of interactions between us and *you*; VitalityHealth and VitalityLife and VitalityInvest respectively are the data controllers for the personal data and special category data that *you* or *your* representative provide to us.

#### **Sharing your personal data**

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

#### **Processing claims**

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.

We may have to give some information about *your plan* and about *your* health or medical status to those involved in *your* treatment or care, (and/or *your* representative if *you* have consented to us doing this). Any such disclosure will be done confidentially unless *you* specifically instruct us otherwise.

If the claimant is aged 13 or over we will address any correspondence to the claimant in order to protect their right to confidentiality. The *planholder* will be informed only that a claim has been made and the value of the payment we have made; no details about the medical condition or treatment provided will be disclosed to them. If the claimant wishes to waive their right to confidentiality they should inform us at the time the claim is made.

If *you* have another insurance *plan* that covers the same costs that *you* are claiming from us then we may also disclose *your* relevant personal data to that other insurer so that we can ensure we only pay *our* proportion of the claim.

Your information, and that of others also covered by the *plan*, may be disclosed to other parties (for example other insurance companies) with a view to preventing fraudulent or improper claims.

### **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
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All information about data protection and privacy can be found at [vitality.co.uk/privacy](http://vitality.co.uk/privacy).

# Appendix 1.

## LifestyleCare Cover definitions

### 1. Definitions

#### Severity Level 1

The amount of the claim depends on the severity of the illness *you* suffer. In order to meet the criteria for Severity Level 1, *you* must meet one of the following definitions:

#### Alzheimer's Disease - resulting in permanent symptoms

A definite diagnosis of Alzheimer's Disease by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be *permanent* clinical loss of the ability to do all of the following:

- Remember
- Reason
- Perceive, understand, express and give effect to ideas

For the above definition, the following are not covered:

- Other types of Dementia

#### Dementia - resulting in permanent symptoms

A definite diagnosis of Dementia by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be *permanent* clinical loss of the ability to do all of the following:

- Remember
- Reason
- Perceive, understand, express and give effect to ideas

#### Parkinson's Disease - resulting in permanent symptoms

A definite diagnosis of Parkinson's Disease by a Consultant Neurologist. There must be *permanent* clinical impairment of motor function with associated tremor and muscle rigidity. For the above definition, the following are not covered:

- Parkinsonian syndromes/Parkinsonism

#### Severity Level 2

In order to meet the criteria for Severity Level 2, *you* must meet one of the following three definitions:

- i) *Permanent* inability to perform three out of six tasks designed to assess whether you can look after yourself ever again.

There must be *permanent* clinical loss of the ability to perform three or more of the following tasks. To make this assessment we will need an *appropriate medical specialist* to confirm that *you* are *permanently* unable to perform these tasks. *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.

Washing - 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.

# G. Definitions.

## Acceptance letter

The letter we send *you* when we accept the application for a *plan* that names *you* as a *person covered*. This letter includes the terms of the *plan*, and any special conditions.

## Activities of daily living (also referred to as tasks designed to assess whether you can look after yourself)

A specific set of everyday physical or functional activities that help to show how able someone is to look after themselves. We may refer to these activities if *you* make a claim to do with incapacity. We list these activities in provision C2.6.

## Adoption

For a *single life plan*, the legal adoption of a *child* or *children* by the *Person Covered*.

For a *joint life plan*, the legal adoption of a *child* or *children* by both people covered.

## Appropriate medical specialist

Someone who is:

- A medical consultant or equivalent at a hospital in the *United Kingdom* or any of the *permitted countries*
- A specialist appropriate to the cause of the claim
- Registered in the *United Kingdom* or any of the *Permitted countries*
- Not related by blood or *marriage* to the person or people covered
- Accepted by *our* Chief Medical Officer

## Benefit

Money we pay to *you* if *you* make a successful claim under the *plan*.

## Career break

A specific period that *you* take away from *your own occupation*, after which *you* intend to return to the same position.

## Child/children

A person who:

- Has not reached the first *plan anniversary* after their 18th birthday (23rd birthday if they are in full-time education), and
- Is *your natural child*, adopted *child* or *step-child* or a *child* you are the legal guardian of, and
- Is looked after by, or financially dependent on, *you*.

## Childbirth

For a *single life plan*, the birth of a *child* or *children* to the *person covered*.

For a *joint life plan*, the birth of a *child* or *children* to both people covered.

## Civil partnership

This applies to same sex marriages only, registered in terms of the Civil Marriages Act 2004. For a single life plan, a partnership between the person covered and another person, registered under the Civil Partnership Act 2004, excluding a second or subsequent registration of the same two people.

For a joint life plan, a partnership between the two people covered, registered under the Civil Partnership Act 2004, excluding a second or subsequent registration of the same two people.

### Current benefit amount

The *current benefit amount* is the amount on which we would base any payments for a successful claim.

The *current benefit amount* can change over time. It can change because you have chosen an *Indexed account* or a *Decreasing account*. It can also change because you have made a successful claim or because you have asked us to change your *plan*.

The *current benefit amount* will be shown on the most recent *plan schedule*, servicing schedule or anniversary letter.

### Date of expiry

The date a cover ends. The *date of expiry* of each of your covers is shown on the *plan schedule*.

### Decreasing account

A *plan account* that decreases in value over the life of the *plan*. It decreases in the same way as a repayment mortgage that has a specified annual equivalent interest rate. If the *plan* is *fixed term*, you can choose to have a *decreasing account*.

### Deferred period

The period during which an insured person must be ill or disabled before we will pay any *benefit*.

### Employed/employment

Paid work under a contract of *employment* and paying Class 1 National Insurance contributions.

### First person covered

For a *single life plan*, this is the insured person. For a *joint life plan*, this is the insured person with the highest amount of Life Cover when the *plan* starts. If the amounts of these covers are the same for both people, the *first person covered* is the first person named on the application form.

### Fixed term

The term of a cover is how long the cover lasts. A *fixed term* has a defined *date of expiry*.

### Functional activity tests

Specific sets of everyday physical or functional activities that help to show how able someone might be to work or look after themselves. The test is called *activities of daily living* (sometimes we refer to these as *tasks designed to assess whether you can look after yourself ever again*). We may refer to these activities if you make a claim to do with incapacity.

### Full-time occupation

An *occupation* that normally takes up at least 16 hours a week on a regular basis.

### Houseperson

A person who has a *full-time occupation* maintaining the home or caring for one or more dependants.

### Indexed account

A *plan account* that is designed to increase in value on each *plan anniversary*. The increase is a percentage of the current *plan account*. This percentage will be equal to the *Retail Prices Index* that applies exactly five months before the *plan anniversary*, subject to a maximum of 10% and a minimum of 0%.

### Insurable interest

The following conditions must be satisfied for an *insurable interest* to exist:

- The person taking out the *plan* must stand to be financially worse off if the life assured dies or becomes seriously ill (to a degree capable of valuation); and
- There must be a *legally recognised relationship* between the person taking out the *plan* and the life assured.



### Joint life plan

A *plan* that provides cover for two people. We call these two people the *first person covered* and the *second person covered*.

### Joint life first death

A cover where the payment is made when the first of the *persons covered* dies or is diagnosed with a *terminal illness*.

### Joint life second death

A cover where the payment is made when the last of the *persons covered* dies or is diagnosed with a *terminal illness*.

### Legally recognised relationship

A *legally recognised relationship* includes:

- An individual has an unlimited *insurable interest* in their own life;
- Legally married couples, or registered civil partners, have unlimited *insurable interest* in each other's lives;
- Employee/employer relationship provided there would be detrimental financial impact to an employer in the event that the employee dies or becomes seriously ill;
- A partner, of a partnership, has *insurable interest* in the life of a co-partner;
- Trustees accountable to pay the inheritance tax on the death of a beneficiary have an *insurable interest* in that beneficiary; and
- Creditor on the life of a debtor, however, only up to the amount of the debt.

### Level account

A *plan account* that stays the same unless *you* make a successful claim or change a cover.

### Life-changing event

A single identifiable event or condition that causes *you* to make a claim.

### Marriage

For a *single life plan*, the *marriage* of the *person covered*, excluding *re-marriage* to a former spouse.

For a *joint life plan*, the *marriage* of the two people covered to each other, excluding their *re-marriage*.

### Occupation

A trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is independent of location and availability.

### Own occupation

The *full-time occupation* you had immediately before the start of the illness or injury.

### Permanent/permanently

Expected to last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

### Permanent neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout *your* life. Symptoms that are covered include:

- Numbness;
- Hyperaesthesia (increased sensitivity);
- Paralysis;
- Localised weakness;
- Dysarthria (difficulty with speech);
- Aphasia (inability to speak);
- Dysphagia (difficulty in swallowing);
- Visual impairment;
- Difficulty in walking;
- Lack of coordination;
- Tremor;

- Seizures;
- Lethargy;
- Dementia;
- Delirium;
- Coma.

The following are not covered:

- An abnormality seen on brain or other scans without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms
- Symptoms of psychological or psychiatric origin.

#### Permitted countries

Andorra, Australia, Austria, Belgium, Canada, Channel Islands, Denmark, Finland, France, Germany, Gibraltar, Greece, Isle of Man, Italy, Liechtenstein, Luxembourg, Malta, Monaco, The Netherlands, New Zealand, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, *United Kingdom* and United States of America.

#### Person Covered

The *first person covered* or the *second person covered* as appropriate.

#### Plan

The Personal Protection *plan*.

#### Planholder

The owner of the *plan*.

#### Plan account

An amount that determines how much we can pay out if you make a claim under Life Cover or Serious Illness Cover.

#### Plan anniversary

The anniversary of the *start date* of the *plan*.

#### Plan premium

This is the total premium payable in respect of the covers in *your plan*.

This does not include any fee which you may be charged for Optimiser in accordance with the separate Vitality terms and conditions for the healthy living part of *your plan*.

#### Plan schedule

A document that shows:

- The cover or covers in the *plan*;
- The amount of each cover;
- The premium for each cover;
- The *date of expiry* of each cover, unless the cover is *whole of life*;
- Any special conditions.

#### Promotion or change in job leading to a salary increase

An increase in basic salary as a direct result of one of these single events:

- A promotion with the same employer leading to a salary increase of at least 10%
- The award of a recognised professional qualification
- A change of both *employment* and employer

#### Resident of the United Kingdom

A person who legally lives in the *United Kingdom* for at least 183 days in any 365 day period.

#### Retail Prices Index

The measure of *UK* inflation known as the *Retail Prices Index* (all items), as published by the Office for National Statistics. If the *UK* Government replaces that index with another index of *UK* retail price increases, we shall use that replacement index.

#### Second person covered

If two people are insured on a *plan*, this is the insured person who is not the *first person covered*. This person cannot be a *child*.

### Single life plan

A *plan* that provides cover for one person only, referred to in this *plan* as the *person covered*. This does not include any cover provided for *children*.

### Start date

The date when cover under the whole *plan* begins or, where relevant, when a particular cover begins.

### Suicide

An event where, in *our* reasonable opinion, the life insured took their own life voluntarily and intentionally or through intentional self-inflicted injury.

### Survival period

The period after an insured event that the insured person has to survive before a claim becomes valid.

### Tasks designed to assess whether you can look after yourself ever again

A specific set of everyday physical or functional activities that help to show how able someone is to look after themselves. *We* may refer to these activities if *you* make a claim to do with incapacity. *We* list these activities in provision C2.6. *We* also call these *activities of daily living*.

### Terminal illness - where death is expected within 12 months

A definite diagnosis by the attending Consultant of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured;
- In the opinion of the attending Consultant, the illness is expected to lead to death within 12 months.

### Underwrite/underwriting/underwritten

The process we use to assess *your* application to include or change a cover. *Underwriting* may lead us to:

- Accept *your* application
- Reject *your* application
- Amend one or more terms

### Unemployed/unemployment

Ceasing to follow *your own occupation* for more than one month, and not following any other *occupation*.

### United Kingdom/UK

The *United Kingdom* of Great Britain and Northern Ireland. This excludes the Channel Islands and the Isle of Man.

### Vitality Benefits

*Vitality Benefits* are the additional *benefits* provided to *you* under the *Vitality Programme*. They are either *Vitality Plus* or *Vitality Select*.

### Vitality Select

*Vitality Select* is automatically included on *your plan* and provides the opportunity to earn additional points and a number of rewards when *you* look after *your* health. *Vitality Select* is provided by Vitality Corporate Services Limited and is separate from this *plan* and has its own terms and conditions.

### Vitality Plus

*Vitality Plus* provides the opportunity to earn additional points and rewards when *you* look after *your* health. *Vitality Plus* is provided by Vitality Corporate Services Limited and is separate from this *plan* and has its own terms and conditions.

### Vitality programme

The discounts and rewards available to all adults on the *plan*. These are provided by Vitality Corporate Services Limited. Please refer to the separate terms and conditions for more information.

### **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 *plan anniversary* - the harder you work, the higher your status.

### **We/us/our**

Vitality Life Limited.

### **Whole of life**

The term of a cover that lasts from the cover's *start date* to the death of the insured person for *joint life first death* or the death of both *persons covered* for *joint life second death*.

### **You/your**

The person named on the *plan schedule* as the *person covered*. For a *joint life plan*, either or both people covered, as appropriate.

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Getting dressed and undressed - The ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.

Getting between rooms - The ability to get from room to room on a level floor.

Feeding *yourself* - The ability to feed *yourself* when food has been prepared and made available.

Getting in and out of bed - The ability to get out of bed into an upright chair or wheelchair and back again.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

Maintaining personal hygiene - The ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.

**ii) Persistent Confusional State**

An individual shall be considered to be in a Persistent Confusional State where the individual cannot:

- i. Follow simple instructions;
- ii. Perform simple daily tasks including eating, drinking and washing
- iii. Have any insight into his or her disability, and

A Court Order has been made in respect of the individual as a result of the individual being incapable by reason of mental disorder of managing and administering his or her property and affairs and that Court Order remains in force.

**iii) Severe Stroke - resulting in *permanent* symptoms**

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in a *permanent* residual neurological deficit measuring 4 or above on the Modified Rankin Scale.

For the above definition, the following are not covered:

- Transient Ischaemic Attack
- Death of tissue of the optic nerve or retina / eye stroke

**2. Evidence required in the event of a claim**

This should be read in addition to and in connection with provision D5.

Any or all of the following may apply to any claim under this category:

- Appropriate signs and symptoms must be present
- Relevant investigations must be done and the results available, including CT scan or MRI imaging, or any other relevant investigation results
- Diagnosis made by an *appropriate medical specialist*
- Loss of neurological function compatible with the area of damage of the brain involved

We will use the Modified Rankin Scale (van Swieten et al. 1988) to measure the severity of a Stroke. This is an internationally accepted measure of disability for Stroke, It is scored from 0 to 5 with 5 being the most severe. The assessment must be supervised by a Consultant Neurologist.

### 3. Specific exclusions

- Any condition stated in paragraph 1 above where the required permanence has not been established before the cover terminates
- Any diagnosis, disease, disorder, condition, procedure or disability not listed in the Definitions section of this illness category, or not meeting the stated minimum required severity
- Any cause of claim stated in provision D5.6 (Exclusions)
- Any exclusion contained within the definition of any named condition
- Any exclusion applied specifically to *your plan*

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## **Find out more.**

**For more information please speak to your adviser or visit our website [vitality.co.uk/life](https://vitality.co.uk/life)**

VitalityLife is a trading name of Vitality Corporate Services Limited. Vitality Life Limited (registration number 03319079) is the insurer that underwrites the VitalityLife plan. Vitality Corporate Services Limited (registration number 05933141) arranges and administers VitalityLife plans.

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