

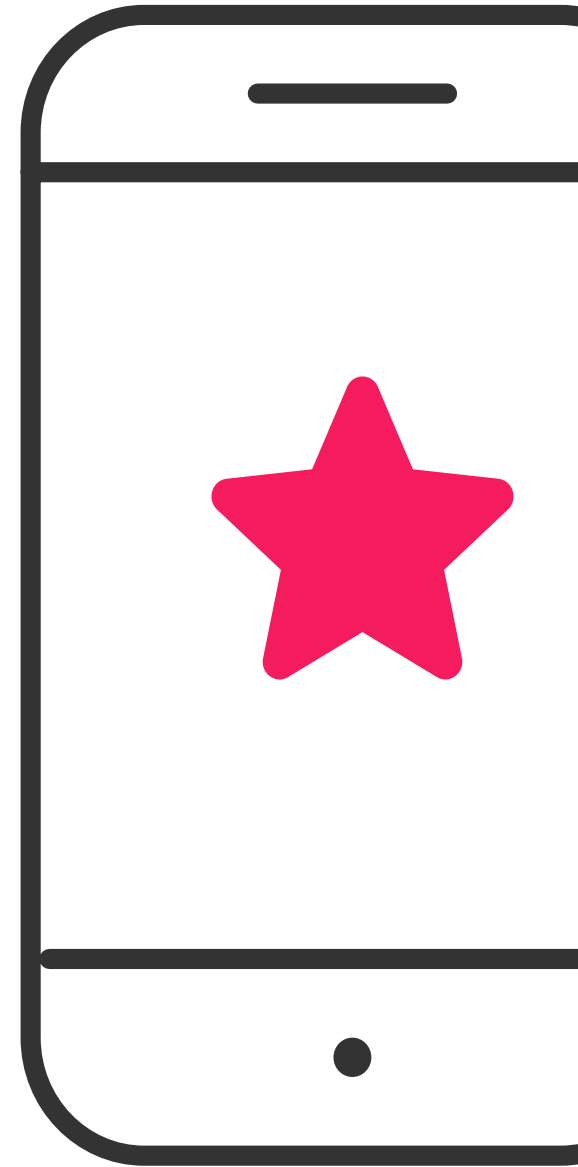
Worldwide Travel Cover Membership Guide.

(Your Personal Healthcare Worldwide Travel Cover terms and conditions)

ENTER

How to make a claim.

- ★ **If you need emergency medical treatment abroad, call +44 (0)345 278 5605, lines are open 24 hours a day**
- ★ **For legal assistance claims, you should contact DAS Legal Expenses on 0117 934 2140**
- ★ **Visit Member Zone to find out how to register a claim for other benefits**





For the best experience,
download this document
before reading.

Welcome to Worldwide Travel Cover from Vitality.

Our Worldwide Travel Cover protects you when you need **treatment** abroad, compensates you for lost items and travel disruption, and reduces your risk of illness by helping to pay for travel vaccinations or medication you may need. In this document, you will find details of all your plan benefits.

Together with your application form and membership certificate, this document lays out the agreement between us. There is a lot of detail in the document, but we have tried to make it easy to read and understand, whether you are reading a paper copy or viewing it online. Please check these documents carefully to make sure all the details are correct, and the plan provides the cover you want.

Some terms have particular meaning. When we say "we", "us" or "our" we mean VitalityHealth, and where we say "you" or "your" we mean the **planholder** or any **insured dependant**. Where the words 'you' or 'your' refer specifically to the **planholder**, we'll say "you (the **planholder**)". In this document, references to 'your plan' or 'this plan' refers specifically to your Worldwide Travel Cover, and 'Personal Healthcare plan' refers to the VitalityHealth private medical insurance plan you are also covered under. Other defined terms are highlighted in bold throughout the document. A full list of these terms and what they mean can be found in the ["Definitions" section on page 28](#).

Thank you for choosing Vitality.

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Your benefits at a glance

This section provides a summary of what you are covered for. There is more detail on your benefits included in ["Your benefits explained" on pages 11 to 13](#) and we have indicated which sections to refer to. There are also some things your plan does not cover, which are listed in ["Exclusions - what's not covered" on pages 15 to 19](#). Unless we have indicated otherwise, all benefits limits are per insured person per trip.

Benefit	What's covered	Benefit limit	Further information
Overseas medical and other expenses	<p>Charges for emergency in-patient and day-patient hospital treatment:</p> <ul style="list-style-type: none"> • accommodation, nursing, drugs prescribed in a ward, intensive care • operating theatre charges, surgical dressings and drugs • surgical appliances needed as a vital part of an operation • diagnostic tests, including pathology, radiology, CT, MRI and PET scans <p>The fees of surgeons, anaesthetists, physicians, physiotherapists and specialists for in-patient, day-patient and out-patient treatment</p> <p>The cost of an ambulance to transport you to hospital</p> <p>The use of wheelchairs and crutches to support your condition until your return to the UK</p>	Up to £10million	Please refer to the 'Your benefits explained' section, under " Medical and other expenses " on page 18
	<p>The reasonable additional accommodation costs and travelling expenses for one person required on medical advice to travel to, or remain behind with, a sick or injured insured person who is travelling for pleasure</p> <p>The reasonable additional accommodation costs if you are required on medical advice to stay beyond your scheduled return date, until you are fit to return to the UK. Additional accommodation should be of the same standard as the accommodation booked for the scheduled part of the holiday or business trip</p> <p>Repatriation expenses (the reasonable additional cost of returning home), if, during a holiday or business trip:</p> <ul style="list-style-type: none"> • you have to go into hospital immediately as a direct result of a serious injury or sudden illness, and • a doctor chosen by our travel assistance provider decides that you must be taken immediately to a hospital in the UK <p>If you die, the cost of transferring the body or ashes back to the UK (but not funeral and burial costs)</p>		
	<p>Or, the cost of burial or cremation outside of the UK</p>	Up to £2,500	

Benefit	What's covered	Benefit limit	Further information
Cancelling the trip or cutting it short	<p>This applies if you have to cancel the holiday or business trip, or have to cut it short or change the itinerary after the departure date as a direct and necessary result of any of the following:</p> <ul style="list-style-type: none"> • illness or death of an insured person, close relative or any person you or your insured dependants intend to travel with, stay with or do business with during the holiday or business trip • you or any person you intend to travel with, stay with or do business with during the holiday or business trip, being placed in quarantine, summoned for jury service, called as a witness in a court of law or hijacked • you being declared redundant within the terms of the Employment Protection Act (or any later employment law) • your normal home becoming unfit to live in after accidental damage • you being told to stay at home by the Police after theft at your home or place of business • the ship, aircraft, train or coach you intend to travel on being delayed by at least 24 hours as a direct result of strike, industrial action, bad weather conditions or mechanical breakdown 	Up to £10,000	Please refer to the 'Your benefits explained' section, under " Cancelling the trip and cutting it short " on page 11
Loss or damage to personal belongings	Loss or damage to personal belongings either taken on or bought during the holiday or business trip , or sent on in advance.	Up to £3,000 (max £500 for any one item, pair or set of articles)	Please refer to the 'Your benefits explained' section, under " Loss or damage to personal belongings " on page 12
Loss of personal money	Loss of personal money	Up to £1,000 (max £50 for an insured person under the age of 16)	Please refer to the 'Your benefits explained' section, under " Loss of personal money " on page 11
Loss of passport	If your passport is lost or stolen during a holiday or business trip , we will pay the reasonable additional travel and accommodation expenses needed to get a replacement passport or similar document to allow you to finish your trip. We will also pay for any administrative charges made by the relevant authority for providing the replacement passport or similar document	Up to £250	Please refer to the 'Your benefits explained' section, under " Loss of passport " on page 11
Missed departure	Additional transport costs to enable you to reach your international departure point or destination following failure of public transport, a delay to a connecting flight or your vehicle breaking down en route to the departure point or destination	Up to £1,000	Please refer to the 'Your benefits explained' section, under " Missed departure " on page 12
Delayed departure	Should the ship, aircraft, train or coach that you are booked to travel on be delayed by at least 12 hours because of strike, industrial action, bad weather or mechanical breakdown	£125 for each insured person	Please refer to the 'Your benefits explained' section, under " Delayed departure " on page 11
	If the delay become longer than 24 hours then we will pay a further:	£125 for each insured person	

Benefit	What's covered	Benefit limit	Further information
Delayed baggage	The cost of buying essential items of clothing and other necessities resulting from your baggage being delayed or misdirected by your carrier outbound from the UK for more than 12 hours from the time you arrive at the overseas destination	Up to £600	Please refer to the 'Your benefits explained' section, under " Delayed baggage " on page 11
Personal Liability	Legal liability to someone else as a direct result of accidental bodily injury to any person (other than to a member of your family), or accidental loss of, or damage to, property belonging to someone else	Up to £2million	
Personal accident	We will pay compensation if you have an accident during the holiday or business trip which is the only cause of: <ul style="list-style-type: none"> • death • loss of at least one limb or eye, or • permanent total disablement 	£50,000 (£2,000 for the death of an insured person under 16)	Please refer to the 'Your benefits explained' section, under " Personal accident " on page 12
Legal expenses	Legal costs for the relating to: <ul style="list-style-type: none"> - Contract disputes - Death or injury to an insured person 	Up to £25,000 per event	Please refer to the 'Your benefits explained' section, under " Legal expenses " on page 11. This benefit also has its own terms and conditions, that are outlined in " Appendix 1 - Legal assistance cover " on pages 29 to 32
Winter sports	Loss of, or damage to, ski and snowboarding equipment	Up to £500 per insured person per plan year	Please refer to the 'Your benefits explained' section, under " Winter sports " on page 13
	Loss of ski pass	Up to £500 per insured person per plan year	
	Piste closure	Up to £500 per insured person per plan year	
	Loss of use of hired skis and ski pass	Up to £500 per insured person per plan year	
Travel vaccinations and medication	Vaccinations/Inoculations	Up to £100 per insured person per plan year	Please refer to the 'Your benefits explained' section, under " Travel vaccinations and medication " on pages 12 and 13
	Anti-malarial medication		

Your benefits explained

Cancelling the trip and cutting it short

This benefit compensates you for trips that need to be cancelled, cut short or changed for unexpected reasons. If, due to any of the circumstances listed in the “[Cancelling the trip or cutting it short](#)” section of “[Your benefits at a glance](#)” on page 9:

- a **holiday** or **business trip** is cancelled, then we will pay all deposits and advance payments that are lost; or
- a **holiday** or **business trip** is cut short, then we will pay for the portion of your transport or accommodation that has been paid for but which has not been used. We will also pay for any advance payments for trips or excursions you are unable to take.

In the event that an insured person or **close relative** falls seriously ill or dies, we will pay the cost of the flight for you to return to the **UK** early.

When cancelling, cutting short or changing your trip, you should ensure you contact your travel provider to see if you can obtain a refund or partial refund from them. If, for any reason, your travel provider is unable to provide the **passage**, accommodation or other services you have purchased, they should give you a refund. There is no benefit under this plan for any costs that your travel provider should pay.

The amount we pay for unused accommodation will be pro-rated, and based on the date you leave the accommodation to return to the **UK**. For example, if you have booked accommodation for 10 nights costing £1,000, and you need to return to the **UK** after four nights for an eligible reason, we will pay you £600 for the remaining six nights (before any **excess** is applied). Please note that we will not pay for accommodation that you have paid for but is not being used as a result of you having been admitted to hospital.

The amount we pay for any insured person is based on the portion of the costs that relates to their travel. Unless you can show otherwise, we will assume that the fees paid are divided equally between each person travelling. For example, if you booked a self-catering apartment for yourself, your partner and your two children, and the rental of the apartment was £2,000, we would assume £500 of this cost was attributable to each person. In the event that the trip had to be cancelled, but only you and your partner were insured on the plan, the maximum benefit would be £1,000, before any **excess** deduction is taken into account.

You will need to provide evidence of booking for any travel or accommodation costs that you wish to recover under this benefit.

Delayed baggage

To claim under this section of the plan, you must provide us with:

- a report from the carrier or, in the case of an airline, a Property Irregularity Report confirming that your baggage was delayed for more than 12 hours
- receipts for all items bought as a direct result of your baggage being delayed.

Delayed departure

The maximum benefit available under this section of the plan is £250 per insured person per trip. To claim under this benefit, you must be able to provide us with evidence of the delay, should we request it.

Legal expenses

This benefit is underwritten by DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Although this benefit is subject to the terms and conditions of this plan, the benefit also has its own terms and conditions. These can be found in “[Appendix 1](#)” on pages 29 to 33.

Loss of passport

This benefit covers the costs of a replacement passport or alternative

documentation to allow you to finish your trip and return to the **UK**. It also covers the costs of any travel or accommodation costs that are directly associated with obtaining this documentation. For you to qualify for additional travel and accommodation expenses, you must provide us with receipts of any extra expenditure incurred as a direct result of the loss of your passport. We do not cover the costs of replacing your passport for subsequent trips, once you have returned to the **UK**.

Loss of personal money

This benefit covers you for **personal money** that is lost or stolen and cannot be recovered. It also covers the fees made by, for example, a card provider for issuing a new card following the loss.

In the event of a theft or loss of **personal money**, this must be reported to the Police, in the country where the theft or loss occurred, within 24 hours of discovering the loss and a written report must be obtained. If the loss occurred in a hotel, you must have also reported it to the hotel management within 24 hours.

If you have lost cash or had it stolen, you must be able to show proof of withdrawing the currency. We will assume that the money you have withdrawn was meant to last from the date of withdrawal to the scheduled end of the trip. If the

loss occurs after the date the money was withdrawn, we will make a pro-rated deduction for each day. For example, if you withdrew £500 worth of cash on the first day of your **holiday** or **business trip**, and the **holiday** or **business trip** was due to last 10 days, we would assume you would be spending £50 per day. If the money was lost or stolen two days after it was withdrawn, the maximum we would pay would be £400.

Loss or damage to personal belongings

In the event of a theft or loss, all items must be reported to the Police, in the country where the theft or loss occurred, within 24 hours of discovering the loss and a written report must be obtained. If the theft or loss occurred in a hotel you must have also reported it to the hotel management within 24 hours.

When travelling, **valuables** should be kept with you at all times and not put in suitcases that are being checked in.

Missed departure

To make a claim for missed departure due to vehicle breakdown you must provide evidence of the breakdown, i.e. a report by the breakdown recovery provider. To make a claim for missed departure due to a delay to a connecting flight, you must show evidence of this delay and that you were not offered suitable alternative flight options by the airline.

Overseas and other medical expenses

This benefit covers you for emergency care that you may need during a **holiday** or **business trip**. You are not covered for any **treatment** that, in the reasonable opinion of a medical practitioner, could wait until your return to the **UK**. For example, if you began suffering toothache during your **holiday** or **business trip**, and needed to visit a dentist, the plan would cover the costs of pain relief and a temporary filling to prevent further pain or infection. However, if the dentist recommended that the tooth would require a crown in the long-term, the plan would not cover the costs of that **treatment**, as it would be reasonable for you to undergo that **treatment** on your return to the **UK**.

In the event that you are not well enough to return to the **UK** on your scheduled **return date**, your plan covers the reasonable costs of additional accommodation for you, plus any additional costs that you need to pay to rearrange your flight or **passage** back to the **UK**. If, on the medical practitioner's advice, you need someone you have been travelling with to stay with you while you recover and return to the **UK**, we will also pay for their accommodation and any costs to rearrange their flight or **passage** back to the **UK**. If you are travelling alone, or it is not possible for a person you have been travelling with to stay behind with you, we will pay for return flights for one person to join you while you recover, and accompany you back to the **UK** when you are well enough to

do so. We will also pay their reasonable accommodation costs. Accommodation and travel for yourself and/or the one other person who stays with you should be of the same class/standard as you had booked for your **holiday** or **business trip**.

In the event that you want to claim for additional accommodation or travel costs, we will require written confirmation from the treating medical practitioner that this is necessary.

Personal accident

To be eligible under this section of the plan, the death, permanent total disablement or loss of limb or eye must occur within 12 months of the accident.

Loss of an eye means permanent loss of all sight in that eye.

Loss of a limb means having a hand or foot amputated at, or above, the wrist or ankle.

The permanent total disablement benefit only applies to an insured person over the age of 16 at the date of the accident. It means being totally unable to do any job for at least 12 months after the accident and then being beyond reasonable hope of improvement.

We will not pay more than one of the benefits under this section of the plan. If six or more insured persons are injured or die in the same accident whilst travelling abroad on business, our liability is restricted to an overall maximum of £300,000.

Travel vaccinations and medication

We will pay up to the benefit limit for the following vaccinations:

- Cholera
- Hepatitis A
- Hepatitis B
- Typhoid
- Tetanus
- Tuberculosis (TB)
- Meningitis
- Rabies
- Yellow fever
- Tick-borne encephalitis
- Japanese encephalitis

and/or medication for protection against malaria:

- Atovaquone/Proguanil/Malarone
- Chloroquine/Avloclor
- Doxycycline
- Mefloquine/Lariam

There is no benefit for any vaccination/inoculation or medication not listed. To be eligible to claim under this benefit, you must have booked a trip to a destination where the the NHS Fit for Travel website (www.fitfortravel.nhs.uk) advises, or advises you to consider, having that vaccination or using antimalarial medication.

You can use a GP surgery or any authorised private provider. You should ensure you obtain an itemised invoice

and receipt, showing which vaccinations or medication you have purchased and the cost of each item. The invoice should also show your name and date of birth. To claim, you can send a copy of this invoice and your receipt to us. More information about how to claim can be found on [Member Zone](#).

Winter sports

Under this benefit, you are covered for a maximum of 21 days of winter sports per **plan year**. There will be no cover for any claim that arises after your 21st day of winter sports within the **plan year**.

If your **ski and snowboarding equipment** is lost or stolen, or if it is damaged while in the custody of a tour operator or airline, we'll pay for its replacement or repair, less a deduction for wear and tear. If your **ski and snowboarding**

equipment is hired, we will pay for the loss of the deposit you have paid, but not for the equipment's replacement. The loss or theft must be reported to the Police, in the country where the theft or loss occurred, within 24 hours of discovering the loss and a written report must be obtained. If the loss occurred in a hotel you must have also reported it to the hotel management within 24 hours.

If your ski pass is lost or stolen, we will reimburse you for the number of days that are left on your pass on the date you report the theft or loss.

Benefit is payable for piste closure if the piste at your resort is closed due to:

- the non-function of ski lifts, or
- avalanche, bad weather or lack of snow.

Your plan excess

A £50 **excess** applies to the following benefits:

- Overseas and other medical expenses (except for costs relating to the transfer of body or ashes back to the **UK**, or for burial or cremation outside the **UK**)
- Loss or damage to **personal belongings**
- Loss of **personal money**
- Missed departure
- Cancelling the trip or cutting it short
- Loss of passport
- Delayed baggage
- Winter sports

The **excess** is applied per person per claim. For example, if you (the **planholder**) and your **insured dependant** both made a claim under the Missed departure benefit because you missed the same flight, the **excess** would be applied to both of your claims.

However, if a single event results in an insured person claiming on more than one benefit under the plan, then the **excess** will only apply once per person. For example, if you had an accident that resulted in a claim for the costs for medical **treatment**, as well as a claim for damage to one of your **personal belongings**, then only one **excess** would need to be paid.

The **excess** is applied to the first portion of the costs you claim for, but is not counted as part of your benefit limit. For example, if your claim under the Missed departure benefit is for £1,050, you would need to pay the first £50, and we would pay you the remaining £1,000.

Exclusions - what's not covered

This section outlines the costs we will not cover. Some exclusions apply to all benefits of the plan, and we have listed these first. Other exclusions apply only to specific benefits of the plan. Please also refer to the "Your plan excess" section on page 14, for details of the **excess** that applies to some benefits of the plan.

Exclusions that apply to all benefits of the plan

We will not pay for:

- claims during any **holiday** or **business trip** that is planned to last more than 120 days. If requested, you must be able to provide clear evidence of your intention to return to the **UK** within 120 days of your original **departure date**, in the form of a return flight or other **passage** back to the **UK**, that was booked prior to the start of your trip
- claims arising from any **holiday** or **business trip** which does not involve travel outside the **UK**. This includes trips to the Isle of Man or Channel Islands
- claims arising from any **holiday** or **business trip** where the destination is one to which, on the **departure date**, the British Government is advising against travel, or all but essential travel, unless:
 - we've specifically agreed in writing to cover you. Contact us well in advance of the **departure date** so

we can consider your itinerary, and advise you if cover is still available

- the recommendation of the British Government not to travel occurred after the **booking date**, in which case we will pay for the cost of any accommodation you have paid if you decide to cancel your trip

Please note that even if you consider your travel to be essential, but the British Government is advising against all but essential travel to your destination, there will be no cover available under this plan if you decide to proceed with your **holiday** or **business trip**.

The Foreign, Commonwealth and Development Office (FCDO) website at www.gov.uk/foreign-travel-advice can provide you with up to date information on the countries to which the British Government is advising against travel, or all but essential travel.

- claims arising from circumstances which could reasonably have been foreseen before you arranged or started your **holiday** or **business trip**. This includes claims for **treatment** abroad for a physical or mental condition that you had before the start of your **holiday** or **business trip** where it would have been reasonable for you to first seek medical advice about whether or not you should travel and

it is likely that, had you done so, you would have been advised not to travel

- the cost of food and drinks
- medical **treatment** that, in the opinion of a medical practitioner, could wait until you return to the **UK**
- claims arising from psychiatric conditions
- death, or the **treatment** of injuries, arising from participation in high-risk activities. A full list of activities we consider high-risk is available in "Appendix 2" on pages 34 and 35
- claims for accidents that happen while taking part in skiing and snowboarding off-piste (that is, outside the groomed piste/trail) unless you are still within your ski resort
- claims arising while doing any of the occupations listed below
 - airline personnel
 - aircrew
 - ship's crew
- claims for telephone calls other than calls to VitalityHealth or our travel assistance provider and where clear, itemised invoices are sent in
- claims for costs not directly related to the benefit you're claiming for, for example loss of earnings due to illness, or the costs of your dog or cat having to spend longer in a kennel or cattery

- claims where we've no proof of the **departure date** such as the original booking invoice or flight tickets

We will not pay claims relating to or arising from:

- alcohol abuse, drug abuse, or any addiction, including any related condition resulting from these
- **treatment** of any illness or injury arising from behaviour that is illegal (in the country that you are in) or reckless, including:
 - driving while under the influence of drugs or above the legal limit for alcohol
 - using a motorcycle without a crash helmet or other recommended safety gear
- nuclear or chemical contamination, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, riot, civil disturbance, rebellion, revolution, military force or coup, act of terrorism
- loss, damage, liability or expense arising from the use or operation, as a means for inflicting harm, of any computer system, computer software programme, malicious code, computer virus or process or any electronic system
- **treatment** received after the period covered by any premium or after the plan has been cancelled.

Exclusions applying to the benefit "Loss or damage to personal belongings"

There is no benefit under this section of the plan for theft or loss of, or damage to:

- contact lenses, corneal lenses, spectacles or sunglasses
- hearing aids
- sports and leisure equipment whilst it is in use
- **ski and snowboarding equipment** (but there is cover available for this under the 'Winter sports' section of the plan)
- business equipment (e.g. company laptops and mobile phones), goods or samples
- stamps or documents (e.g. tourist visas, driving licences)
- dental or medical aids and appliances (e.g. mouth guards, foot supports and neck collars)
- musical instruments
- vehicles and motor accessories
- pedal cycles
- boats and ancillary equipment

We will not pay for:

- loss or damage caused:
 - by normal wear and tear, gradual deterioration, mechanical or electrical breakdown or fault, moth or vermin, or

- by any process of cleaning, dyeing, repairing or restoring, or
- while the items were being shipped as freight or under a 'bill of lading'

- theft or loss of belongings when the belongings were left unsecured or **unattended** at any time unless deposited in a hotel safe, safety deposit box or left in your locked accommodation
- theft or loss of belongings where any items have simply been forgotten or left behind (e.g. items left in the seat pocket of an aircraft), or where reasonable care has not been taken to avoid the theft or loss of the items
- theft or loss of belongings when the belongings were left **unattended** in a vehicle unless it was out of sight in locked roof or boot storage and there is evidence of illegal entry
- theft or loss of items while they were in the custody of an airline or other carrier - unless the loss was reported to the carrier as soon as it was discovered, and a carrier's report was obtained, or, in the case of an airline, a Property Irregularity Report
- theft or loss - unless it was reported to the Police, in the country where the theft or loss occurred, within 24 hours of when it was discovered, and you get a written report that details all the items lost or stolen. If the theft or loss occurred in a hotel you must have also reported it to the hotel management within 24 hours

- loss or damage caused by delay or confiscation by Customs or other officials.

Exclusions that apply to the benefit "Loss of personal money"

We will not pay for:

- theft or loss of **personal money**, unless you are carrying it on your person or it is in a locked hotel room, apartment, holiday home, or locked out of sight in the boot of a car
- shortage due to error or omission, changes in exchange rates or depreciation or where **personal money** is confiscated by Customs or other authorities
- theft or loss of travellers cheques, unless the loss was reported immediately to the local branch or agency of the organisation that issued the cheques. In any event, we'll only pay benefit if the loss cannot be recovered by replacing the travellers cheques
- theft or loss - unless it was reported to the Police, in the country where the theft or loss occurred, (and, if appropriate, the tour representative, carriers or agents) within 24 hours of when it was discovered and you obtained a written report detailing the amount. If the theft or loss occurred in a hotel you must also have reported it to the hotel management within 24 hours.

Exclusions that apply to the benefit "Delayed departure"

We will not pay for claims arising from:

- circumstances where the tour operator or transport provider has requested you do not travel to the departure port or airport
- a failure to check-in according to the official itinerary, unless it was caused by a strike, industrial action or bad weather
- circumstances where a ship, aircraft, train or coach is taken out of service on the recommendation of a Port Authority, Civil Aviation Authority or any similar transport regulating body either for mechanical or safety reasons. This includes where air space is closed due to volcanic ash
- a strike or industrial action which started, or which the public was warned about, on or before the date the **holiday** or **business trip** was booked
- a failure to allow a reasonable amount of time to get from home to the airport, port or station on time under normal circumstances
- a delay of less than 12 hours, that results in a failure to catch a subsequent flight or any additional expenses incurred as a result of the delay
- you or your **insured dependants** having had to cancel the **holiday** and a claim is paid under the section "Cancelling the trip or cutting it short".

Exclusions that apply to the benefit "Cancelling the trip or cutting it short"

We will not pay:

- for expenses that should be paid by the tour operator, hotel or provider of transport including alternative travel costs
- if the illness or death leading to the cancellation could reasonably have been foreseen on the **booking date**
- for anything that the provider of transport or accommodation, or an agent the travel arrangements were made through, fails to do
- for you not wanting to travel or if the financial circumstances change for any insured person. However, we do include loss of employment through redundancy that qualifies for payment under current redundancy law
- for extra charges from the tour operator above basic brochure prices
- claims that result from failing to tell the travel agent, tour operator or provider of transport or accommodation as soon as it becomes necessary to cancel or cut short the travel arrangements
- for any illegal act or criminal proceedings against any person the **holiday** or **business trip** depends on (unless attending a court under summons as a witness)
- in circumstances where a ship, aircraft, train or coach is taken out of service on the recommendation of a Port Authority, Civil Aviation Authority or

any similar transport regulating body either for mechanical or safety reasons. This includes where air space is closed due to volcanic ash

- claims where the airline or holiday provider has gone into liquidation (gone out of business)
 - the costs, or the portion of costs, for anyone travelling with you that is not covered on this plan
 - claims that arise from any circumstances you were aware of at the **booking date** which you or a person covered on the plan knew might lead to the trip being cancelled or curtailed
 - loss of deposits and advance payments, or regular maintenance payments, that form part of a timeshare or similar agreement
 - if you fail to check-in according to the official itinerary, unless it was caused by a strike, industrial action or bad weather
 - for claims arising from a strike or industrial action which started or which the public was warned about on or before the **booking date** of the **holiday** or **business trip**
 - for claims if you were travelling:
 - against medical advice
 - having felt unwell immediately prior to your trip, but failed to seek the advice of a medical professional as to whether you were fit to travel
- against the health requirements of the airline, ship or other public transport provider you are using
 - after being diagnosed with a terminal condition which is likely to result in medical **treatment** being required during your trip
 - abroad in the knowledge that you or another person covered on the plan would require medical **treatment**
- lack of enjoyment of your trip and any accommodation, bookings or facilities that you do not fully enjoy
 - your preference not to travel even though you are fit to do so, and the British Government has not advised against travel, or all but essential travel to your destination
 - for trips where the destination is one to which the British Government has advised against all travel, or all but essential travel if, at the **booking date**, that advice was already in place
 - you or your **insured dependant** having to cut your trip short on medical advice where you have not:
 - obtained a written medical report from the attending practitioner confirming it was necessary for you to return to the **UK**, or
 - contacted our travel assistance provider for advice.

Exclusions that apply to the benefit "Winter sports"

For loss of or damage to **ski and snowboarding equipment** and loss of ski pass, we will not pay claims for:

- loss or damage caused
 - by normal wear and tear, gradual deterioration, mechanical breakdown or fault, moth or vermin, or
 - by any process of cleaning, dyeing, repairing or restoring, or
 - while the items were being shipped as freight or under a 'bill of lading'
- theft or loss of items while they were in the custody of an airline or other carrier - unless the loss was reported to the carrier as soon as it was discovered, and a carrier's report was obtained, or in the case of an airline, a Property Irregularity Report
- theft or loss - unless it was reported to the Police, in the country where the theft or loss occurred, within 24 hours of when it was discovered, and you get a written report that details all the items lost or stolen. If the theft or loss occurred in a hotel you must have also reported it to the hotel management within 24 hours
- loss or damage caused by delay or confiscation by Customs or other officials
- belongings that have simply been forgotten or left behind. Also, we will not pay claims for belongings left **unattended**, unless they are in

a locked hotel room, apartment or holiday home, locked safe or out of sight in the locked boot of a car and there is evidence of illegal entry. Skiing equipment can be left in designated ski-racks of premises you are using for a short-time (e.g. for lunch)

For piste closure, we will not pay:

- claims due to lack of snow in the Northern Hemisphere between 1 April and 1 December of any year
- claims due to lack of snow in the Southern Hemisphere between 1 September and 1 May of any year
- claims if we have not received written confirmation of the duration of the closure, and the reasons for it being closed, from the holiday representatives, their handling agents or the ski-lift operators
- for any circumstances you were aware of on the **booking date** of the **holiday**
- if travel to an alternative piste or compensation was available to you
- for **holidays** that have not been specifically arranged for skiing and the pursuit of winter sports, and at a destination and season suitable for these activities.

Exclusions that apply to the benefit "Loss of passport"

There is no benefit under this benefit:

- if the passport was confiscated by Customs, the Police or any other authority

- for any theft or loss - unless it was reported to the Police, in the country where the theft or loss occurred, or to the carrier within 24 hours of discovering the theft or loss and where an appropriate report was obtained
- for theft or loss from a hotel, unless it was reported to the hotel management within 24 hours of discovering it and a written report was obtained
- for the cost of getting a replacement passport after your return to the **UK**.

Exclusions that apply to the benefit "Missed departure"

There is no benefit under this section of the plan:

- for costs to recover your vehicle
- for costs to repair your vehicle
- for the insured person not allowing sufficient time for their journey
- for non-mechanical breakdown
- for delays caused by strike or industrial action which started or was announced before the insured person made their arrangements to travel to the port or airport
- when the scheduled public transport operator has offered reasonable alternative travel arrangements to enable you to get to the port or airport in time.

Exclusions that apply to the benefit "Overseas medical and other expenses"

There is no cover under this section of the plan for:

- **treatment** for, or expenses arising from, a tropical disease where you have not had the NHS recommended inoculations and / or taken the NHS recommended medication
- for **treatment** for the same or related condition for longer than 24 months, starting from the date of the insured person's first **treatment**. This limit is reduced to 12 months if the insured person is aged 65 or over at the time of their first **treatment**
- for **treatment** or help given in the **UK**
- for surgery or medical **treatment** which the medical practitioner, treating you and our travel assistance provider agree can be reasonably delayed until returning to the **UK**
- for dental **treatment** that is not related to the relief of pain that began after the start of your trip
- for surgery, medical or dental **treatment** where you travel against medical advice, or where you are unwell immediately prior to travel and fail to seek the advice of a medical professional as to whether you are fit to travel, or against the health requirements of the airline, ship or other public transport provider you are using
- claims where you or your **insured dependant** were travelling after being

diagnosed by a medical practitioner as having a terminal condition. If this applies to you, please contact us before the **departure date**, as in some circumstances we may still be able to offer cover

- the costs of repatriation where this has not been approved and arranged by our travel assistance provider or any other individual or company acting on our behalf. We will not pay any air travel costs that are more than a return economy class ticket unless medically necessary
- if repatriation was against medical advice
- for **treatment** for cosmetic purposes
- hospital accommodation charges that are more than the cost of their standard single room.

Exclusions that apply to the benefit "Personal accident"

There is no benefit under this section of the plan if, at the time of the accident:

- you were engaged in active service in any of the armed services of any nation
- you were under the influence of alcohol or drugs, unless as prescribed by a medical practitioner
- you were acting in breach of the law
- you or an **insured dependant** were driving a motor vehicle while over the legally permitted blood/urine alcohol limit for the country you are in.

**Exclusions that apply to the benefit
"Personal liability"**

If you are on a **business trip**, cover under this section of the plan is restricted to circumstances arising strictly in your private capacity and not whilst following any trade, business or profession (or supplying of goods or services).

There is no benefit under this section of the plan:

- for injury to employees or liability to a member of your family
- for claims arising from animals belonging to, or in the care, custody or control of, an insured person
- for any deliberate, malicious or illegal act
- for owning or occupying land or buildings (except living in a temporary home)
- for owning, possessing or using vehicles, aircraft, watercraft or firearms
- for owning, possessing or using non-wheeled mechanically propelled vehicles such as snow mobiles and jet skis
- legal costs, fines or compensation orders resulting from any criminal action
- whilst being under the influence of alcohol or drugs, unless as prescribed by a medical practitioner.

Making a claim

You should always take your membership certificate with you on a **holiday** or **business trip**. This shows the benefits you are entitled to and the number of our travel assistance provider.

If you need emergency medical **treatment** while you are on your **holiday** or **business trip**, you should call our travel assistance provider on +44 (0)345 278 5605. Their phone lines are available 24 hours a day and they can help to arrange **treatment** for you, and arrange payments of the bills if you are admitted to hospital. They can also arrange an air-ambulance to bring you back to the **UK**, if that is deemed necessary by a medical practitioner.

If your condition requires you to be admitted to hospital urgently, and you are unable to contact our travel assistance provider in advance, then please contact them as soon as it is possible to do so.

If you only need **out-patient treatment**, then you may have to pay for this yourself and claim the costs back from us.

If you need to make a claim for legal assistance, you should contact DAS Legal Expenses on 0117 934 2140.

For all other claims, you should contact us. The **Member Zone** contains helpful information on your plan benefits and how to make a claim, including the email address to send any documentation to. To avoid any delay in settling your claim, you should ensure you have all the required documents or reports - these are detailed in the **"Your benefits explained" section on pages 11 to 13**.

If you are also submitting receipts for any expenses, please ensure these contain the name of the vendor, and detail each item purchased. All claims should be made as soon as possible on your return to the **UK**. Claims that are received more than six months after the expense was incurred will not be accepted.

Conditions of your plan

This section deals with the general conditions of having Worldwide Travel Cover with us.

What we expect from you (the planholder)

You must:

- Ensure you comply with all the conditions of your Personal Healthcare plan with us. These conditions can be found in your Personal Healthcare Membership Guide.
- Ensure you remain eligible to hold a Personal Healthcare plan with us, and inform us if you no longer meet the conditions of membership. If you become ineligible to hold a Personal Healthcare plan with us, you will not be able to continue your Worldwide Travel Cover with us.
- Ensure all premiums are paid when due, in accordance with the invoice we send you. This will detail the premiums for both your Personal Healthcare plan, and your Worldwide Travel Cover.

What you can expect from the plan and from us

Your entitlement to benefit will end after the last day of the period covered by your final premium payment. In such circumstances, we will only be liable for the cost of medical **treatment** or other expenses that are incurred before your cover under the plan ends.

Once your cover under this plan ends, no further benefit will be payable for:

- The cost of medical **treatment**, repatriation, return of body or remains, cremation or burial overseas, travel vaccinations and medication and legal expenses that occur after cover under the plan ends, or
- Any incident that occurs after your cover under the plan ends that causes a claim under any of the following benefits of the plan: loss or damage to **personal belongings**, loss of **personal money**, loss of passport, missed departure, delayed departure, delayed baggage, personal accident, personal liability, winter sports and cancelling the trip and cutting it short.

If your cover under the plan ends part-way through your **holiday** or **business trip** or during the period that you expected to be on your **holiday** or **business trip**, the benefit payable under the Cancelling the trip and cutting it short and Winter sports benefits may be pro-rated. For example, if you make a claim for cancellation of a two week **holiday**, for an eligible reason, but your cover under the plan ends one week after you were due to depart, you would only be entitled to claim for the costs of unused **passage**, accommodation or excursions that were due to take place while you were still a member of the plan (i.e. for one week). Pro-rating will not apply if the claims arises as a result of your death.

Providing premium payments are maintained, this plan will last for one year at a time. We have the right to alter the terms of your plan at each **annual renewal date**, including premium rates and cover. Before each **annual renewal date** we will tell you the premium rates and plan terms that will apply for the next **plan year**. We will also tell you of any changes to your cover and the plan terms for the next **plan year**. We will always give you reasonable notice of any changes to your plan terms. We will automatically renew your plan at each **annual renewal date** on the basis notified to you, unless you tell us not to.

We reserve the right to stop offering the Worldwide Travel Cover option. If we do, we will offer to transfer you to another plan with similar benefits if one is available.

Some changes can occur during the course of the **plan year**, including:

- your plan premium, if you move house, add dependants to your plan, or remove dependants from cover
- changes required for legal, regulatory or tax reasons.

In specific circumstances, we also reserve the right to cancel your plan during the course of the **plan year**. These circumstances are detailed in the ["Cancelling your plan" section on page 23](#).

We will tell you about any changes to the cover or general procedures using your preferred contact details. Even if you do not receive this, the change will still stand. In addition, any changes to your cover we have issued previously will remain in force at each **annual renewal date** unless otherwise stated. In the unlikely event that you do not receive your renewal invitation at least one month before the end of the **plan year** you should contact us or your adviser.

Dishonesty and Fraud

We believe our customers are honest, and the contract between us is based on mutual trust. Representations including statements and information provided by you or any **insured dependants** are relied on in assessing the terms of cover. In the event that any of the information provided by you or any **insured dependant** is wrong or incomplete we may have the right to cancel your plan (and in some cases your Personal Healthcare plan) with effect from your **cover start date** and/or to decline claims made under the plan.

If any claim is in any respect dishonest or fraudulent or if any dishonest or fraudulent means or devices are used by you, any member of your household or anyone acting on your or their behalf to obtain benefit under your plan, then all benefits under your plan may be lost and you may have to return to us any

payments already made as a result of any dishonest or fraudulent actions.

VitalityHealth is involved in a number of initiatives to detect and prevent insurance fraud. If fraud is suspected, we may exchange information about you with other insurance companies, fraud prevention agencies and the Police.

Payments and currency

All payments we make to you will be in pounds sterling (GBP), to a bank account registered in the **UK**. All payments made to us must also be in pounds sterling, from a bank account registered in the **UK**. We would normally expect you (the **planholder**) to be the registered holder of the bank account, but it can also be in the name of your employer, or a person with whom you have a close personal relationship, such as a family member or close friend. We may make additional checks to establish your relationship with the account holder, and to ensure you have their agreement to make and receive payments. Please contact us if you are unsure whether the bank account is eligible

International sanctions

We will not provide cover, pay a claim or provide any benefit or payment under the plan if, by doing so, we would be exposed to any sanction, prohibition or restriction issued by, amongst others

- The United Nations
- The **UK** Government
- The European Union

If we discover that you or any **insured dependant**, or any person paying for (or benefiting from) the plan, is subject to international sanctions, either directly or indirectly, we will immediately stop providing cover and end all benefits and payments under the plan, without any refund of premiums.

If you are, or become, aware that you or any **insured dependant** are subject to such sanctions, you must let us know immediately.

Once sanctions against you are lifted, we may be able to reinstate your plan, or you may reapply for cover under a new plan. If you decide not to continue a plan with us, any premiums that were

paid, for cover after the date on which we stopped providing benefit, will be returned to you.

The law applicable to this plan

Your plan is bound by English law and comes under the jurisdiction of the **UK** courts. The language used in these terms and conditions and any communications relating to them will be in English. The contents page and any headings are for convenience only and do not form part of the plan itself and nor do they affect its construction.

Our liability under this plan

Our liability under this plan is limited to paying for **treatment** or services in respect of eligible claims under this plan.

We make no representations or recommendations to you or any of your **insured dependants** regarding the availability and standard of any **treatment** or services offered or provided by any provider.

We will not be held liable to you or any **insured dependant** for any loss, harm or damage of any description

resulting from lack of availability or from a defect in the quality of any **treatment** or service offered or provided by such provider. This plan represents the whole and only agreement between you (the **planholder**) and VitalityHealth relating to the provision of travel insurance.

Events outside our control

We will not be liable for any delay or failure to perform our obligations under this plan if it is caused by circumstances beyond our reasonable control.

Examples include:

- riot or civil commotion
- changes to the law or instructions from the regulator
- a fire, flood or storm.

Other conditions

We do not accept proof of posting an application form, claim form or premium payment as proof that we have received it.

Canceling your plan

You (the **planholder**) may choose to cancel your plan at any **annual renewal date**. You (the **planholder**) also have the right to cancel your plan during the **plan year** in specific circumstances. These are detailed below, along with the circumstances in which we may cancel your plan.

Canceling the plan in the first 14 days

You (the **planholder**) may cancel your plan from the date you were first covered on the plan, providing you (the **planholder**) tell us within the first 14 days of cover, or within 14 days from when you (the **planholder**) receive your terms and conditions, whichever is the later. The same cancellation rights also apply at each **annual renewal date** of your plan. We will refund all premiums you have paid for your Worldwide Travel Cover, providing you've not already made a claim.

If you (the **planholder**) or an **insured dependant** make a claim for which we pay invoices, you (the **planholder**) will need to pay this back to us. If the value of the claim is lower than the premium you (the **planholder**) have paid to us, we will deduct it from the premium amount we return to you (the **planholder**).

Canceling your plan after the first 14 days

If for any reason you (the **planholder**) decide to cancel your plan after the 14 day period, please let us know either by telephoning, emailing or writing to the customer services team that administers your plan. We will refund any premiums you (the **planholder**) have paid that relate to the period after your cancellation date, providing you (the **planholder**) or an **insured dependant** has not already made a claim. Please note that we will not backdate cancellation, or pay for any medical **treatment** that takes place after your last day of cover. We will also be unable to pay for any claims that are a result of an event occurring after your last day of cover.

If you (the **planholder**) or an **insured dependant** make a claim for which we pay invoices, then you will be charged your pro-rata premium, or the amount we have paid in claims, whichever is the greater. However, the charge will not be more than the full annual premium for your Worldwide Travel Cover.

Our right to cancel your plan

We can cancel, refuse to renew or change the terms of your plan, or

withhold any benefit under the plan, at any time if any of the following happen:

- your Personal Healthcare plan with VitalityHealth is cancelled for any reason
- you become ineligible to hold a Personal Healthcare plan with VitalityHealth. The conditions of membership for a Personal Healthcare plan can be found in your Personal Healthcare Membership Guide
- you have given us incomplete or untruthful answers in any information we've asked you for, whether this was deliberate, reckless or negligent
- you commit a breach of the terms of your plan. A breach will include, among other things:
 - the non-payment of premiums when they are due. We may, at our discretion, reinstate cover if any outstanding premiums are paid within seven days of our telling you that we have cancelled your plan due to non-payment
 - attempting to claim benefit that you know you are not entitled to claim
 - our relationship with you has, in our judgement, irreparably broken down. Circumstances include, but

are not limited to:

- o being abusive to our members of staff
- o issuing court proceedings entirely without merit
- o any action which leads us to believe you will not act in good faith in your dealings with us.

If we cancel your plan, we will contact you (the **planholder**), using your preferred method of communication, giving you 14 days' notice. This does not apply to cases where you have attempted to claim benefits you are not entitled to (fraud), in which case we will cancel the plan immediately.

Where we cancel the plan for any of the reasons listed in this section, you (the **planholder**) will not be entitled to a refund of any premiums relating to a period prior to the cancellation date.

Where we change the terms of your plan, we will advise you (the **planholder**) as soon as we can of the reasons for any such change.

Membership

Who is eligible for cover under this plan?

You are eligible to be covered under this plan if, when your cover under this plan starts:

- you are also covered under a Personal Healthcare plan, and
- the **planholder** of that Personal Healthcare plan has added Worldwide Travel Cover to that plan, and
- you are aged 64 or under.

You (the **planholder**) can choose to add Worldwide Travel Cover at the same time as your Personal Healthcare plan

starts, or at a subsequent **annual renewal date** of your Personal Healthcare plan. However, if anyone covered on the Personal Healthcare plan is aged over 64 when their cover under this plan is due to start, then it will not be possible to add Worldwide Travel Cover for any member of the plan.

You cannot join a Personal Healthcare plan that already includes Worldwide Travel Cover if you are aged 65 or over. You will only be able to join at the next **annual renewal date**, subject to the **planholder** removing Worldwide Travel Cover from the plan.

If your cover under the Personal Healthcare plan ends, cover under this plan will end at the same time.

Acceptance terms

The acceptance terms that apply to your Personal Healthcare plan do not apply to this plan. However, certain conditions apply to your cover under this plan, which are detailed in the sections ["Your benefits explained" on pages 11 to 13](#), and ["Exclusions - what's not covered" on pages 15 to 19](#).

How to complain

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 or call us on the number shown on your membership certificate.

Or you can write to us at:

VitalityHealth
Sheffield
S95 1DB

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 do what we can to put things right. We will confirm the outcome of your complaint in writing.
- As part of the resolution we will clearly explain the reasons behind our decision and will action anything that needs addressing, where 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 may have the right to 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

Website:

www.financial-ombudsman.org.uk

Email:

complaint.info@financial-ombudsman.org.uk.

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

Important privacy and regulatory information

Your rights under the Financial Services Compensation Scheme

VitalityHealth is covered by the Financial Services Compensation Scheme. If we are unable to pay your claim because we have become insolvent or are no longer in business, you may be entitled to compensation.

More details about the Financial Services Compensation Scheme, including who is eligible, can be found on their website: www.fscs.org.uk

VitalityHealth Privacy Notice

Why should you read this notice?

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

Who Vitality are

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

Vitality Corporate Services Limited is an authorised intermediary of: Vitality Health Limited ("VitalityHealth"); Vitality Life Limited ("VitalityLife") ("VitalityInvest"); and Vitality Healthy Workplace Limited. Together Vitality arranges and administers

products provided by VitalityHealth, VitalityLife and VitalityInvest. VitalityCar is a trading name of Vitality Corporate Services Limited.

Vitality Corporate Services Limited is the data controller for the management of interactions between us and you; Vitality Health Limited and Vitality Life Limited respectively are the data controllers for the personal data and special category data that you or your representative provide to us.

Sharing your personal data

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

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, life and car 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.

If you have any queries in respect of your data protection rights or the way your personal data is processed by Vitality, please call us on

0207 133 8600, or write to us at:

**Data Protection Officer
Vitality
70 Gracechurch Street
London
EC3V 0XL**

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

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

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

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

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

Important Regulatory Information

VitalityHealth is a trading name of Vitality Health Limited and Vitality Corporate Services Limited. Vitality

Health Limited, company registration number 05051253, is the insurer that underwrites this insurance plan. Vitality Corporate Services Limited, company registration number 05933141, acts as an agent of Vitality Health Limited and arranges and provides administration on insurance plans underwritten by Vitality Health Limited.

Registered office at 3 More London Riverside, London, SE1 2AQ. Registered in England and Wales.

Vitality Corporate Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number: 461107. Vitality Health Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 400057.

You can check our authorisation on the Financial Services Register by visiting the Financial Conduct Authority's website: register.fca.org.uk

The products we offer

Vitality Corporate Services Limited only offers insurance products from Vitality Health Limited and Vitality Life Limited. A list of the products offered is available on request. Vitality Corporate Services Limited only offers private medical insurance products underwritten by Vitality Health Limited.

Definitions

The following definitions relate to the use of these terms in this document only.

ANNUAL RENEWAL DATE

The date, 12 months after the date your Personal Healthcare plan first started, and each anniversary of that date.

BOOKING DATE

The date on which you booked and committed to pay for the **passage**, accommodation or excursions related to your **holiday** or **business trip**. If you booked parts of your **holiday** or **business trip** on different dates then each date will be considered a booking date for the part that you booked on that date. If you change or rearrange an element of your **holiday** or **business trip**, the date on which you do this will be considered to be the new booking date.

BUSINESS TRIP

The period starting from when an insured person leaves home in the **UK** on the **departure date** to travel abroad on business (this includes overseas trips of any kind which are paid for by your employer such as conferences and conventions). Each business trip must start and finish in the **UK**.

CLOSE RELATIVE

The **planholder's** husband, wife, partner, child (including step-child and adoptive child), brother, sister, parent (including step-parent and adoptive parent), parent-in-law or grandparent.

COVER START DATE

The date on which each insured person's cover starts under this Worldwide Travel Cover plan.

DAY-PATIENT

A patient who is admitted to a hospital or day-patient unit because they need a period of medically supervised recovery but does not occupy a bed overnight.

DEPARTURE DATE

The date an insured person leaves home to start a **holiday** or **business trip**.

DIAGNOSTIC TESTS

Investigations, such as x-rays or blood tests, to find or to help to find the cause of your symptoms.

EXCESS

The maximum amount you will have to pay towards any eligible claim.

HOLIDAY

The period starting from when an insured person leaves home in the **UK** on the **departure date** to travel abroad on holiday, until they arrive back home on or before the **return date**. All holidays must start and finish in the **UK**.

IN-PATIENT

A patient who is admitted to hospital and who occupies a bed overnight or longer, for medical reasons.

INSURED DEPENDANT

Your (the **planholder's**) insured husband,

wife or partner who, when cover under this plan starts, is:

- covered under your Personal Healthcare plan, and
- is aged 64 or under.

OUT-PATIENT

A patient who attends a hospital, consulting room or out-patient clinic and is not admitted as a **day-patient** or an **in-patient**.

PASSAGE

The flight, train, coach or ship journey, or any other means of transport that you have booked, to take you from the **UK** to your destination, or to return you to the **UK** from your destination.

PERSONAL BELONGINGS

Clothing, personal items, **valuables**, bags or suitcases taken on or bought during the **holiday** or **business trip**.

PERSONAL MONEY

Cash, currency notes, travellers cheques, travel tickets, pre-paid credit cards or credit vouchers. Personal money does not include money taken abroad for business purposes.

PLAN YEAR

A period of 12 months starting from when the **planholder** first added Worldwide Travel Cover to their Personal Healthcare plan, or from any **annual renewal date** after this.

PLANHOLDER

The person who has the contract with us as shown on the membership certificate.

RETURN DATE

The date an insured person returns home after a **holiday** or **business trip**; the planned return date must not be more than 120 days after the **departure date**.

SKI AND SNOWBOARDING EQUIPMENT

Skis, including bindings, snowboards, boots and poles, owned or hired by the insured person.

TREATMENT

Surgical or medical services (including **diagnostic tests**) that are needed to diagnose, relieve or cure a disease, illness or injury.

UK

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

UNATTENDED

When you are not in full view of, and not in a position to prevent unauthorised interference with, your belongings or vehicle.

VALUABLES

Items such as cameras, jewellery, watches, personal computers, audio and video equipment, mobile phones and leather goods.

Appendix 1 - Legal assistance cover

DAS Legal Expenses Insurance Company Ltd ('DAS') is the underwriter and provides the legal protection insurance under your plan. Although this benefit is subject to the terms and conditions of this plan, the benefit also has its own terms and conditions. We've included them within this section so that the benefit is easier to understand.

DEFINITIONS

When used in this section only, certain words have special meanings, which are set out below. In this section only, 'we/us/our' refers to DAS Legal Expenses Insurance Company Limited.

The remaining defined words are shown in **bold print** throughout this section.

APPOINTED REPRESENTATIVE

The **preferred law firm**, law firm, or other suitably qualified person we will appoint to act on your behalf.

COSTS AND EXPENSES

1. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **DAS Standard Terms of Appointment**.
2. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with our agreement.

COUNTRIES COVERED

For claims relating to contract disputes 'countries covered' means the following: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

This means that contract disputes arising outside these countries are not eligible for this benefit.

For claims relating to bodily injury, 'countries covered' means: worldwide

DAS STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount we will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

DATE OF OCCURRENCE

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured person** first became aware of it.)

INSURED INCIDENT

Any incident covered under this section.

INSURED PERSON

The **planholder** and any member of their family who always live with the **planholder**, and with whom the **planholder** is travelling on a **holiday** or **business trip**. Anyone claiming under this section must have the **planholder's** agreement to claim.

PREFERRED LAW FIRM

A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

REASONABLE PROSPECTS

For civil cases, the prospects that the **insured person** will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We, or a **preferred law firm** on our behalf, will assess whether there are reasonable prospects.

BENEFITS

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- the **insured person** is still covered under this plan, and
- the plan is still in force on the **date of occurrence** of the **insured incident** and it occurs within the **countries covered**, and
- any legal proceedings will be dealt with by a court, or other body we agree to, within the **countries covered**, and
- **reasonable prospects** exist for the duration of the claim.

We will pay an **appointed representative**, on the **insured person's** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000.
- the most we will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm**. The amount we will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

- in respect of an appeal or the defence of an appeal, the **insured person** must tell us within the time limits allowed that they want to appeal. Before we pay the **costs and expenses** for appeals, we must agree that **reasonable prospects** exist.
- for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this plan, we must agree that **reasonable prospects** exist, and
- where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in **costs and expenses** is the value of the likely award.

WHAT WE WILL NOT PAY

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by us.

INSURED INCIDENTS WE WILL COVER

CONTRACT DISPUTES

We will negotiate for the following:

A dispute with a party the **insured person** has a direct contractual relationship with arising from an agreement or an alleged agreement which an **insured person** has entered into for a **holiday** or **business trip**. Please note that:

- the **insured person** must have entered into the agreement or alleged agreement during the period of insurance, and
- the amount in dispute must be more than £100 (including VAT).

What is not covered:

A claim relating to the following:

- a dispute relating to an insurance policy, other than where an **insured person's** insurer refuses their claim.
- a loan, mortgage, pension or any other investment or borrowing.
- the sale, purchase, terms of a lease, licence, or tenancy of land or buildings not arising from an **insured person's** main home.
- a motor vehicle owned by, or hired or leased to and **insured person**.

BODILY INJURY

Costs and expenses to pursue your legal rights following a specific or sudden accident that causes death or bodily injury to the **insured person**.

What is not covered:

Claims relating to the following:

- any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
- defending the **insured person's** legal rights, but defending a counter-claim is covered.
- any psychological injury or mental illness unless the condition follows a

specific or sudden accident that has caused physical bodily injury to the **insured person**.

- clinical negligence.

EXCLUSIONS WHICH APPLY TO THE WHOLE SECTION

We will not pay for the following:

- a claim where the **insured person** has failed to notify us of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or we consider our position has been prejudiced.
- any **costs and expenses** incurred before our written acceptance of a claim.
- an incident or matter arising before the **insured person's cover start date**.
- fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- a dispute with us except in the circumstances described under **'general conditions, item 7' on page 31**.
- **costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
- any legal action an **insured person** takes which we or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders us or the **appointed representative**.

- any claim where an **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.

- any claims caused by, or arising from, pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

- **costs and expenses** that are incurred if the **appointed representative** handles the claim under a contingency fee arrangement (other than a condition fee agreement (no win, no fee) which could apply under the **DAS Standard Terms of Appointment**).

- any claim where the **insured person** is not represented by a law firm or barrister.

GENERAL CONDITIONS APPLYING TO THE WHOLE SECTION

1. On receiving a claim, if legal representation is necessary, we will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.

If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.

If the **insured person** chooses a law firm as the **appointed representative** who is not a **preferred law firm**, we will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount we will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

The **appointed representative** must co-operate with us at all times and must keep us up to date with the progress of the claim.

2. The **insured person** must co-operate fully with us and the **appointed representative**.

The **insured person** must give the **appointed representative** any instructions that we ask the **insured person** to.

3. An **insured person** must tell us if anyone offers to settle a claim. An **insured person** must not negotiate

or agree to a settlement without our written consent. If an **insured person** does not accept a reasonable offer to settle a claim, we may refuse to pay any further **costs and expenses**.

We may decide to pay the **insured person** the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim in the **insured person's** name. An **insured person** must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and the **insured person** must give us all the information and help we will need to do so.

Where a settlement is made on a without costs basis we will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to us.

4. An **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if we ask for this.

An **insured person** must take every step to recover **costs and expenses** that we have to pay and must pay us any **costs and expenses** that are recovered.

5. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an

appointed representative without good reason, the cover we provide will end at once, unless we agree to provide another **appointed representative**.

6. If an **insured person** settles a claim or withdraws their claim without our agreement, or does not give suitable instructions to an **appointed representative**, our cover will end at once. We will be entitled to reclaim from the **insured person** any **costs and expenses** we have paid or are due to pay.

7. We may require an **insured person** to get, at the **insured person's** own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between the **insured person** and us. Subject to this, we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

8. If there is a disagreement between the **insured person** and us about the handling of a claim and it is not resolved through DAS' internal complaints procedure the **insured person** can contact the Financial Ombudsman Service

for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk).

If the **insured person's** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and us or may be paid by either the **insured person** or us.

9. The **insured person** must:
 - keep to the terms and conditions of this section of the plan
 - take reasonable steps to avoid and prevent claims
 - take reasonable steps to avoid incurring unnecessary costs
 - send everything we ask for, in writing, and
 - report to us full and factual details of any claim as soon as possible and give us any information we need.

10. We will, at our discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/ or we will not pay the claim if:

- a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
- a false declaration or statement is made in support of a claim.

11. Apart from us, the **insured person** is the only person who may enforce all or any part of this section of the plan and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the plan in relation to any third-party rights or interest.

12. If any claim covered under this plan is also covered by another plan, or would have been covered if this plan did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

13. This section of the plan is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this plan include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO REPORT A CLAIM

To make a claim under this section of the plan, please phone +44 (0) 117 934 2140. We will ask the **insured person** about their legal dispute and if necessary call them back at an agreed time to give them legal advice. If the dispute needs to be dealt with as a claim under this section, we will give the **insured person** a claim reference number. At this point we will not be able to tell them whether they are covered but we will pass the information the **insured person** has given us to our claims handling team and explain what to do next.

If the **insured person** prefers, the claim can be reported in writing, by sending it to our Claims Department at the following address:

Claims Department

DAS Legal Expenses Insurance
Company Ltd
DAS House
Quay Side
Temple Back
Bristol, BS1 6NH

When we cannot help

Please do not ask for help from a solicitor before we have agreed that you should do so. If the **insured person** does so, we will not pay the costs involved, even if we accept the claim.

Problems

The **insured person** can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk

- writing to the Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
- completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service | Exchange Tower | London | E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

The Financial Ombudsman's role is to assess our handling of a claim in light of the plan terms. It is not to assess the quality of legal advice. If you are

unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

DAS Head and Registered Office:

DAS Legal Expenses Insurance
Company Limited | DAS House | Quay
Side | Temple Back | Bristol | BS1 6NH
Registered in England and Wales |
Company Number 103274 | Website:
www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple
Back | Bristol | BS1 6FL
Registered in England and Wales |
Company Number 5417859 | Website:
www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Eurolaw legal advice helpline services

We will give an **insured person** confidential legal advice over the telephone on any personal legal problem, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

We provide this service 24-hours a day, seven days a week during the **plan year**. To help us check and improve our service standards, we may record all calls.

When telephoning, please tell us that you are covered by VitalityHealth travel insurance. Please do not use this service to report a general insurance claim.

To contact the special legal advice helpline service, telephone +44 (0) 117 934 2140.

We will not accept responsibility if the helpline service is unavailable for reasons we cannot control.

Appendix 2 - hazardous activities

Please see below a list of activities which are considered high risk. Injury or illness sustained during or from these activities are not covered under your plan.

- Airboarding
- Base jumping
- Black water rafting grades 4 and above
- BMX freestyle
- Bobsleighing
- Boxing (in competition)
- Bridge swinging
- Bull running
- Bunjee jumping
- Cage fighting/mixed martial arts (in competition)
- Cave diving
- Cave tubing
- Climbing of the following types/circumstances:
 - Free soloing/deep water soloing (without safety aids)
 - Ice climbing
- Coasteering (without a guide)
- Deer stalking
- Dog sled racing
- Drag racing
- Equestrian - the following events
 - Cross country
 - Show jumping
- Expeditions, which we define as a trip of more than three weeks, to a remote location where hospital care is not available without evacuation, and:
 - The purpose of the trip is for research and/or exploration, or
 - The purpose of the trip is an endurance challenge (whether sponsored or not), or
 - Special training is needed in advance of travelling to ensure your safety in the region
- Free diving (without breathing apparatus)
- Hang gliding (as pilot)
- Harness racing
- Hiking/trekking above 6,000m altitude
- Horse racing
- Hunting
- Ice diving
- Ice speedway
- Jousting
- Luge
- Marathons occurring partly or wholly in the Arctic or Antarctic circles
- Microlighting
- Motocross
- Motorcycle racing
- Motor paintball
- Motor racing
- Motor rallies
- Motor sport time trials
- Mountain bike racing of the following types/events:
 - Downhill mountain bike racing
 - Megavalanche (or similar)
 - Rumble in the jungle (or similar)
 - Trans savoie big alpine endure (or similar)
 - Yak attack
- Mountaineering of the following types/circumstances:
 - Above 3,000m altitude and using ropes or climbing equipment
 - Free soloing (without safety aids)
 - Solo mountaineering
- Paramotoring
- Potholing/caving (exploratory)
- Power boat racing
- Quad bike racing or rallying
- Quad biking over 300cc
- River bugging
- Sailing/yachting more than 30 miles from the shore
- Scuba diving in the following circumstances:
 - When not in open water at all times, or
 - When using more than one breathable gas, or
 - At a depth of more than 30m, or
 - When not as part of a buddy pair or group, or
 - When not within divers certified limits or under training for new certifications
- Skeleton
- Skiing/snowboarding of the following types/circumstances:
 - Aerial skiing/snowboarding
 - Ski bob racing
 - Ski cross
 - Ski flying
 - Ski jumping

- Ski racing (downhill)
 - Ski stunting
 - Skiing acrobatics
 - Skiing/snowboarding against local authority's warning or advice
 - Skiing/snowboarding freestyle (including inverted aerials)
 - Skiing/snowboarding off-piste, out of resort
 - Skydiving
 - Speedway
 - Stunt performance
 - Tombstoning
 - Ultramarathons - the following circumstances/events:
 - Where normal temperatures for the event are lower than 0 degrees celsius or higher than 30 degrees celsius
 - Marathon des sables
 - Kalahari augrabies ultra marathon
 - White water canoeing grades 4 and above
 - White water hydrospeeding grades 4 and above
 - White water kayaking grades 4 and above
 - White water rafting grades 4 and above
 - Wingsuit flying
 - World's toughest mudder
- Please note that, where any of the above activities take place on a track, course, ring or arena, that illness or injury sustained while warming up for the event on that track, course, ring or arena will also be excluded.
- Subject to the terms and conditions of your plan, illness or injury sustained during any activity not listed above will be covered, providing:
- you use the appropriate safety equipment for your activity and follow the standard safety procedures
 - any third party arranging the activity has the appropriate permissions and licenses to do so.

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