

BUSINESS HEALTHCARE CASHBACK OFFER

(“the Offer”)

1. This offer is open, and applied automatically, to all Eligible Planholders who comply with these Terms and Conditions. For the purposes of these Terms and Conditions:
 - a) **“Cashback”** means the amount payable to the Eligible Planholder based on the Vitality healthy living activity and participation of Participating Members during the Engagement Period;
 - b) **“Cashback Unit”** means the value of up to two month’s premium of the Eligible Plan. Cashback unit is calculated as an average of the Premiums due for the first three months of the Eligible Plan.
 - c) **“Eligible Plan”** means a VitalityHealth Business Healthcare Plan:
 - i. that has a Plan Start Date between 1 July 2024 and 30 September 2024 inclusive; and
 - ii. that has all Premiums paid up-to-date at the Payment Date
 - iii. where the client has not previously had a private medical insurance plan, and all persons to be insured on the plan join on full medical underwriting (FMU) or new moratorium acceptance terms.

For the avoidance of doubt, VitalityHealth Business Healthcare Plans that include any Employees who were already insured under a VitalityHealth Business Healthcare Plan or VitalityHealth Corporate Healthcare Plan at any time between 15 May 2024 and 30 June 2024 (inclusive) will not be eligible for the Offer.
 - d) **“Eligible Planholder”** means an organisation who has an Eligible Plan for the benefit of their Employees and is responsible for paying the Premiums on the Eligible Plan;
 - e) **“Employee”** means an employee of the Eligible Planholder who is covered on the Eligible Planholder’s Eligible Plan in their own right (including Vitality at Work), and not as a partner or dependant of another Employee;
 - f) **“Engagement Period”** means the calendar month in which the Plan Start Date commenced, until the end of the following two calendar months;
 - g) **“Qualifying Condition”** means that the Participating Member has – subject to clause 9 - during the Engagement Period:
 - i. completed all sections of the Online Health Questionnaire, and earned Vitality Points for that completion; and
 - ii. earned at least 3 Vitality Points for physical activity;
 - h) **“Online Health Questionnaire”** means either the “Vitality Health Review” or the online “Health Profile (Vitality Age) assessment” (once this assessment replaces the Health Review);
 - l) **“Participating Member”** means any Employee that:
 - i. is aged 18 or over when their cover under the Eligible Plan began;
 - ii. joined the Eligible Plan during the Engagement Period; and
 - iii. remains covered on the Eligible Plan on the last day of the Engagement Period;

- j) **“Payment Date”** means the date on which the Cashback amount is paid to the Eligible Planholder, this being no later than the end of the fifth calendar month following the Plan Start Date;
 - k) **“Plan Start Date”** means the date on which insurance cover first began on the Eligible Plan;
 - l) **“Premium”** means the monthly amount paid by the Eligible Planholder to VitalityHealth in order to maintain coverage for a VitalityHealth Business Healthcare Plan;
 - m) **“SME”** means a small to medium sized business employing between 1 and 249 people;
 - n) **“Vitality”** means Vitality Corporate Services Limited (registered number 05933141) of 3 More London Riverside, London SE1 2AQ;
 - o) **“VitalityHealth Business Healthcare Plan”** means a general insurance contract for the provision of private medical insurance services to an SME, administered by Vitality trading as VitalityHealth;
 - p) **“VitalityHealth Corporate Healthcare Plan”** means a general insurance contract for the provision of private medical insurance services or a corporate medical expenses product established as a healthcare master trust sold by Vitality to businesses employing 100 or more people and which is flat (i.e. experience) rated.
 - q) **“VitalityLife Plan”** means a pure protection insurance contract, administered by Vitality trading as VitalityLife;
 - r) **“Vitality Points”** means points awarded to a Participating Member under an Eligible Plan for healthy living activities (as specified by Vitality).
2. Where Participating Members meet the Qualifying Condition, the Eligible Planholder with an Eligible Plan, will be entitled to receive the Cashback. An Eligible Planholder with an Eligible Plan will have their Cashback Unit(s) calculated under these Terms and Conditions as follows:
- The actual amount of cashback paid to the Eligible Planholder will be the total number of month’s earned by all employees, divided by the number of employees on the plan at the end of the second month following the month the plan started and multiplied by the monthly gross plan premium.
3. The Cashback amount will be calculated at the start of the fifth month after the Plan Start Date. This allows a period of one full calendar month after the end of the Engagement Period for any Vitality Points for physical activity earned during the Engagement Period to be submitted to Vitality, and for any membership changes that might affect the Premium, to take place.
4. The Cashback Unit(s) will be paid on the Payment Date, which will be no later than the end of the fifth calendar month after the Plan Start Date, provided that the Eligible Planholder and/or Participating Member is still in compliance with these Terms and Conditions.
5. If an Eligible Planholder’s VitalityHealth Business Healthcare Plan lapses or is cancelled at any time during the 12 month period following the Plan Start Date, the Eligible Planholder must immediately repay any Cashback they received to Vitality.
6. The Offer is for the use of the Group Secretary for the Eligible Planholder, and Eligible Planholders with an Eligible Plan only. Any organisation that had a VitalityHealth Business Healthcare Plan or VitalityHealth Corporate Healthcare Plan providing cover for any of their employees between 15 May 2024 and 30th June 2024 (inclusive) will not be eligible for the Offer.
7. To be eligible for the Offer, the Eligible Planholder must provide VitalityHealth with the email addresses of all Participating Members.

8. When taking part in the offer, the Eligible Planholder and all Participating Members acknowledge and consent that their name and email address (“Personal Data”) will be made available to Vitality for administrative purposes. All Personal Data of the Eligible Planholder and all Participating Members will be held and used for the purposes of this offer by Vitality in accordance with Vitality’s privacy notice (which can be found on <https://www.vitality.co.uk/privacy/> or if not, requested from Vitality) and data protection legislation.
9. If Vitality reasonably suspects any Eligible Planholder or its Employees to have committed or attempted to commit an act of fraud or dishonesty, the Eligible Planholder will repay to Vitality upon request the Cashback if this has already been received by the Eligible Planholder.
10. If a Participating Member already has a VitalityLife plan, and has completed their Online Health Questionnaire in the 15 months prior to the end of the Engagement Period, they will not need to complete the Online Health Questionnaire during the Engagement Period.
11. Any decisions made by Vitality over eligibility or otherwise in relation to the Cashback are final, will not be open to dispute and no correspondence will be entered into.
12. Vitality is not liable to any person in any way in relation to this incentive, except for any liability that cannot be excluded by law.
13. Vitality reserves the right to vary, extend or withdraw this incentive at any time, including in the event of fraudulent behaviour by any Eligible Planholder or Participating Member.
14. Vitality reserves the right to amend these Terms and Conditions on the provision of written notice or via Vitality’s website.
15. These Terms and Conditions shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of English and Welsh courts and tribunals with regard to any dispute or claim arising under these Terms and Conditions