

## **The complaint**

Mr K is unhappy that Vitality Corporate Services Limited trading as VitalityLife won't allow him to access a policy benefit for a watch.

## **What happened**

Mr K has a policy with Vitality – one of the benefits is access to a watch. Mr K contacted Vitality to ask for a watch but was told that he wasn't eligible because he didn't pay enough premiums. Mr K complained but Vitality maintained their decision not to give him a watch.

Our investigator looked into what happened and didn't uphold the complaint. He thought Vitality had acted in line with the policy terms.

Mr K didn't agree and asked an ombudsman to review the complaint. He questioned the point of paying for the 'optimiser' cover. He questioned what he was paying for if he wasn't entitled to the benefits.

So, I need to make a decision.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Vitality has provided the criteria for being eligible to get a watch. It says:

You'll qualify for the Apple Watch deal if you have one of the following Vitality plans (each a "Plan"):

3. Life insurance – any life insurance plan with Vitality Plus benefits. You'll also need to pay at least £45 a month for an individual Plan or £60 a month for a Joint Plan, excluding any fee paid for Vitality Plus.

I'm not upholding Mr K's complaint because:

- Mr K paid less than £45 per month for his plan. So, I don't think he met the relevant criteria for a watch.
- Mr K pays for 'optimiser' cover which enables him to access an enhanced range of rewards and benefits. I don't think the information Mr K has provided says that he will get a watch because he pays for this additional cover. And I think it's reasonable for Vitality to apply the eligibility criteria I've outlined above.
- I've not seen any persuasive or compelling evidence that Mr K was told by Vitality he would get a watch if he selected 'optimiser' cover. If Mr K has concerns about how the benefit was presented to him during the sales process he'll need to address those with the seller of the policy. And, in any event, I think it's fair and reasonable

that Vitality apply the relevant criteria.

**My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 21 December 2023.

Anna Wilshaw  
**Ombudsman**