

The complaint

Mrs S complains that The Prudential Assurance Company Limited didn't advise her of an add-on benefit to her Whole of Life (WOL) protection plan when it became available. She states this has meant she has overpaid premiums from when the feature became available to 2023 due to not opting into the feature.

What happened

In October 2012, Mrs S was advised to take out a PruProtect plan by her financial adviser, who worked for a business that I shall call 'Firm S'. The administration of the policy was taken over by Vitality in November 2014.

In or around January 2018, Vitality introduced a new 'Optimiser' feature where, if plan holders opted in and undertook certain activities, it could then reduce their premiums.

On 14 September 2023 and 27 October 2023, Mrs S telephoned Vitality about the Optimiser feature. During that conversation, she was informed that engaging in the Vitality Programme would not earn her points or increase her Vitality Status, thus making her ineligible for a premium discount. This was attributed to her not having the Optimiser on the plan.

Mrs S raised a complaint in January 2025, requesting that her historical steps data be applied to her plan, to retrospectively adjust her premiums. In addition, she also wanted the 'Optimiser' feature adding to her plan and backdating to 2018.

After looking into her concerns, Vitality responded to Mr S's complaint on 19 May 2025. In summary, they said that:

- The information provided on 14 September and 27 October 2023 about points, Vitality status and the Optimiser was incorrect.
- With her Vitality Plan, she did not need the Optimiser to increase her points and earn a premium discount at the plan anniversary.
- Engaging in the programme and earning points would indeed increase her Vitality status, leading to a premium discount based on her status (ranging from 0% for Bronze to 3% for Platinum).
- They had also misinformed her about adding the Optimiser to her plan. Vitality said that she could've added the Optimiser to her plan.
- After adding the Optimiser and applying the upfront discount, their Anniversaries Team confirmed that moving Mrs S to Platinum status would not affect her premium. Therefore, no adjustment was made.
- Vitality explained that they had backdated the addition of the Optimiser to January 2023

and refunded £1,411.43 in premiums to her bank account.

- To apologise for the trouble caused, they were paying £300 to her bank account.

Mrs S remained unhappy with what Vitality had to say as she felt the Optimiser benefit should've been backdated to when it was made available to all plan holders. After looking at her concerns afresh, Vitality issued a further complaint resolution letter on 16 July 2025.

They said, in summary:

- Having listened to the phone call of 27 October 2023 again, at no point during the discussion did they advise that the Optimiser couldn't be added and at no point did Mrs S ask if this could be done.
- While Mrs S briefly mentioned that her adviser had informed her of the Optimiser and there was "no option", this was not followed up with any context or questions and the conversation then moved on.
- Without the context of her later complaint, it was not clear that she believed the Optimiser could not be added so the agent did not clarify this information.
- They acknowledged that during the complaint process, she was incorrectly advised that the Optimiser could not be added to a Whole of Life plan, however, this was corrected during their call with Mrs S on 25 April 2025.
- During the call on 27 October 2023, Mrs S was incorrectly advised that her Vitality Status would not affect her premiums as she did not have the Optimiser. However, as she was on a Vitality Life plan, she did receive an annual premium discount depending on her Vitality Status; this was confirmed in her anniversary letter.
- As a result of the agent advising Mrs S that her Vitality Status would not affect her premium, she later stopped engaging with the Vitality Programme which resulted in her missing out on potential premium discounts.
- To address this, Vitality said that they had applied the appropriate Vitality Status to her plan and ensured that her premium discount was correctly calculated. However, moving Mrs S to Platinum status did not result in a further premium reduction due to the upfront Optimiser discount already being applied and backdated to January 2023.
- In summary, Vitality found that incorrect information was provided by both the agents and the previous complaint handler which resulted in significant confusion with the case.
- As the previous complaints handler provided £300 in compensation as well as £1,411.43 in premium refunds and £147.70 in simple interest which was incorrectly based on the assumption that Mrs S was advised the Optimiser could not be added to her plan, they felt that the compensation and refunds issued were significantly higher than they should have been.
- Vitality said that they would not look to offer any additional monies in response to Mrs S's request for a complaint review.

Mrs S was unhappy with the outcome, so she referred her complaint to this service. In summary, she said to resolve matters, she wanted Vitality to:

- Reimburse her the overpaid portion of her annual premium between November 2020 to December 2022 (as they'd already reimbursed her from 2023).

- Provide compensation for the value of any lost rewards due to not being on the Optimiser during this period.
- Compensate her for the distress and inconvenience incurred.

The complaint was then considered by one of our Investigators. He concluded that Vitality hadn't treated Mrs S fairly. He also said, in summary:

- The main issue to determine was whether Vitality should have proactively reached out to existing customers such as Mrs S, to notify them that their plans could have the Optimiser added.
- The crux of this complaint is whether the ability to benefit from the Optimiser add-on should be considered as simply a change to the existing terms under which Mrs S held her PruProtect plan or whether the Optimiser add-on was a separate new product.

Our Investigator relied on the following to determine this:

1. A customer wouldn't be able to simply take out the Optimiser as a standalone product. It can only be taken out as part of an application for an insurance plan or added to an existing insurance plan (as in Mrs S's case). This indicates the Optimiser is an enhancement to plan terms rather than a product in itself.
 2. A separate "*Health Cover Optimiser*" is mentioned in section A, page 14 of the PruProtect plan provisions. This indicates Optimisers are part of a plan's terms rather than a separate product. The way it is referenced also indicates the provisions of an "*optimiser*" would be part of a plan's terms rather than a standalone product. It states "*If you have selected the Health Cover Optimiser as part of your plan*".
 3. He had viewed sample Vitality Personal Protection plan provisions online and noted that they do include provisions for the Optimiser. He had been unable to locate a separate plan provisions document for the Optimiser itself.
- Based on what he'd seen, our Investigator was unable to determine the Optimiser was a standalone product so he considered the ability to add it to Mrs S's plan was a significant change to her plan terms.
 - He felt that Vitality should have made Mrs S aware of this significant change to her plan terms prior to it taking effect.
 - He was persuaded that had Mrs S been made aware that by including the Optimiser (which would have cost around £5 a month) and then engaging in the Vitality rewards programme, she could reduce her premiums by up to 40% - she would have taken steps to secure this discount.
 - Whilst Vitality highlighted that Mrs S didn't start engaging with the Vitality programme until 2022, our Investigator was satisfied that this was because there wasn't much discount to be gained from engaging in it. All the statements sent to Mrs S between 2012 and 2022 indicated she could only obtain a one to three percent discount, which is a considerably less attractive prospect than up to 40%.
 - Mrs S had proven that she was very capable of maintaining a platinum status as she had done so for the last three years; as soon as she was given clarity that she could obtain a significant discount she took the required steps to maintain the required status.

- Our Investigator was persuaded that had Mrs S been provided with the information she should have been, she would have simply acted as she had since 2023 when it was made clear to her that engaging with the programme would secure significant discounts – not just up to three percent, i.e. taken the steps required to obtain and maintain a platinum status.

Vitality, however, disagreed with our Investigator's findings. In summary, they said:

“There remains obligation on Mrs S Financial Adviser (FA) to provide ongoing advice (Duty to Review). The conversation sits firmly with the FA to check on Mrs S's circumstances and if the plan and financial protection remained suitable. The FA's role is informing their client of beneficial changes and or new options to consider, thereby ensuring Mrs S is gaining ongoing value from the FA's advice and their fees charged. We don't doubt Mrs S always knew what she was paying for the cost of her insurance, but what is apparent is that she didn't pursue or was too busy to request a comparison of premium prices or new products they were entitled to. This is the arrangement between the FA and Mrs S and available at any point for her to discuss.”

In addition, Vitality also said:

“1. Optimiser Requires Customer Selection and Consent

Optimiser remains an optional pricing feature which alters the customer's premium structure. The plan being a whole of life has long and far-reaching requirements for Mrs S to be active. Vitality cannot retrospectively amend the plan as though Mrs S had made a choice that, in reality, she didn't. Doing so would contravene contractual and regulatory obligations. The fact that Mrs S later chose to add Optimiser does not grant the insurer authority to rewrite historical plan terms.

2. It Is Not Possible to Reconstruct a Hypothetical Engagement History

Applying Optimiser retrospectively would require us to assume which Vitality activities Mrs S would have engaged in, what status she would have achieved annually, and what discounts might have applied. There is no factual basis on which such assumptions can be made. Rebuilding a fictional history of premiums, behaviours and statuses would not be reliable, fair, or compliant with actuarial practice.

3. Historic non engagement Levels Do Not Support a Causal Link

From 2012 to 2022, Mrs S did not engage in the Vitality programme, despite the availability of discounts. Her established pattern over a decade indicates that engagement was not influenced by the scale of discount alone. Her improved engagement from 2023 reflects a change in circumstances at that time. This does not evidence she would have achieved Platinum for the years in discussion. Given the evidence of her long-term pattern of non-engagement, it cannot reasonably be concluded that she would have acted differently from 2020 onward.

4. We have addressed 2023 but this is a complaint based on hypothetical options that were never considered at the time.

Even if notification should have been clearer, Ombudsman principles require putting the customer in the position they should be in now, not reconstructing years of hypothetical behaviour. We have placed Mrs S in a position following mis-information in 2023. We would do not consider retrospective rewriting of the contract/ financial history.

Backdating is not required under ICOBS and would go far beyond what is normally considered fair and proportionate for a missed opportunity for a conversation between Mrs S and her FA.

5. Backdating Would Create Inconsistency and Unfair Precedent

Retrospectively applying Optimiser back to 2020 to this plan would create unequal treatment compared with other customers who did not select Optimiser earlier. It would undermine fairness across the customer base and disrupt the integrity of premium modelling. This would not be consistent with regulatory expectations of fair and consistent customer treatment.

For the reasons above, we maintain that Optimiser cannot be retrospectively applied from 2020 and past premiums cannot be recalculated on a hypothetical basis.

Vitality remains committed to a fair resolution but respectfully submits that retrospective application or refunding of premiums would exceed what is reasonable and proportionate in this case.”

After considering what Vitality had to say, our Investigator issued further findings. In summary, he said:

- An IFA cannot be relied upon to provide details of policy enhancements to clients that they have previously provided advice to, as consumers such as Mrs S may end a relationship with the IFA at any time.
- It isn't the IFA's responsibility to highlight changes to the terms of a policy – this is very firmly the product provider's responsibility.
- Vitality are unable to evidence they ever informed any IFA they believed to be linked to Mrs S that the Optimiser could be added to her policy.
- The Vitality policy Mrs S's IFA recommended to her in 2012 was suitable for her at the time, and there is nothing to suggest it is no longer suitable. It was a whole of life policy so it's unclear why she would need to request any comparisons of alternative products or prices, as Vitality suggested in response to the original outcome.
- Vitality should have notified Mrs S of the significant enhancement to the terms of her policy – this being the ability to add the Optimiser, regardless of what actions she took or what actions the adviser that previously recommended the policy to her took.
- Our remit is to put Mrs S into the position she would now be in had Vitality not made any mistakes. A big part of this is to ensure Mrs S hasn't lost out financially.
- Vitality have confirmed the Optimiser could be added to existing policies from January 2018. The mistake Vitality made was that they didn't inform Mrs S of this enhancement to her policy terms in a timely manner.
- Had Vitality not made the mistake and instead notified Mrs S her policy could benefit from up to 40% discount instantly for just £5, he was persuaded she would have paid the additional £5. He was also persuaded she would have taken the steps required to maintain a higher Vitality rewards status.
- He didn't require Vitality to actually make any retrospective structural changes to the policy. All that is required is for Vitality to determine how much extra Mrs S has paid in

premiums due to the Optimiser not being added to the policy in October 2018 and provide the appropriate refund.

- As there will be no changes to the structure of Mrs S's policy, there would be no unequal treatment compared with other customers who did not select the Optimiser earlier. For clarity, our Investigator explained that our approach would be the same should any other customers bring a complaint around this same issue to us.

Our Investigator was persuaded Mrs S has never had it clarified that there was any significant benefit to be gained from engaging in the Vitality rewards programme. He relied on the below in coming to this conclusion:

1. Mrs S has confirmed she became aware of the Optimiser in 2018. Prior to this she was generally aware that discounts could be obtained through the Vitality rewards programme. However, she states whenever she contacted Vitality to gain clarity around exactly what benefits she could receive from engaging with the programme – there was always confusion.
2. Mrs S doesn't have evidence of this confusion in earlier years, but he was persuaded it did exist because he had seen evidence of such confusion from 2023 onwards (which led to Vitality providing the refund of premiums since January 2023).
3. Mrs S has consistently indicated she was told on numerous occasions that the Optimiser couldn't be applicable to her policy as she already had the Premium Saver applied.
4. He had also noted from the statements sent to Mrs S between 2012 and 2022 that the only firm declarations in relation to the scale of benefits that could be obtained from engaging in the Vitality rewards programme, were indications a discount of one to three percent could be gained.

Second, he was persuaded the increase in Vitality rewards status since 2023 wasn't due to any change in lifestyle around the time. Mrs S had confirmed she was physically active for many years prior to 2023, and her iPhone recorded this activity status. She's confirmed since 2020 she was involved in structured fitness programmes which further supports his conclusion that she was and is a very active person.

Mrs S has indicated she didn't engage with the Vitality rewards programme due to this perceived lack of benefit from doing so. She's confirmed she had the Vitality app but prior to 2022 she didn't prioritise syncing it to her iPhone activity or manually logging her activity on the app.

Additionally, Mrs S confirmed that:

“Once it was explained to us that engaging with the Vitality programme should lead to meaningful premium reductions, we made concerted efforts to ensure syncing was working correctly and engaged more fully, which resulted in progression from bronze to silver and then gold”.

Our Investigator went on to say that even Vitality's own reasoning for why Mrs S's engagement increased in 2023 supported her assertions. As stated above, Vitality indicated Mrs S increased engagement after a conversation she had with them in which she asked for guidance on how increasing her Vitality rewards status through regular engagement could assist in mitigating larger premium increases.

Following this conversation, Mrs S's status almost instantly increased from bronze to gold, then to platinum soon after, where it has remained.

Our Investigator felt that it would appear very unusual that within months a bronze status policyholder could change into a platinum status policy holder by making instant changes to their lifestyle based on some guidance. He found it far more plausible Mrs S was already relatively active (more in line with a gold/platinum status) and due to the clarity provided by Vitality's guidance, she simply started to ensure her activity was recorded accurately on the app.

He was persuaded had similar clarity been obtained earlier, Mrs S would have at that point ensured her already existing activity was recorded more accurately on the app. Had Vitality clarified to Mrs S in 2018 she could apply the Optimiser to her policy, which would secure a 40% discount on her premium, she would have got the clarity she was looking for - that engaging with the Vitality reward programme could lead to significant discounts.

He felt that this would have led to her Vitality rewards status increasing from bronze to platinum very quickly – as seen in 2023.

Vitality were unhappy with our Investigator's view. They said, in summary, that they found the decision flawed. They also said:

- It is based on assumptions rather than evidence, applies the balance-of-probabilities test in a biased manner, contradicts Vitality's contractual rules requiring real-time activity evidence, and creates unfairness compared with customers who legitimately earned (or did not earn) discounts.
- It exceeds what is necessary to correct any alleged failure to notify the member of Optimiser availability and introduces a precedent that cannot be applied uniformly, undermining the FOS's own requirement for consistent treatment. For these reasons, the decision does not treat all customers fairly and should be reviewed.

They said the request for review is based on the following grounds:

- *"The balance-of-probabilities test has been applied incorrectly. Your decision concludes that, on balance of probabilities, Mrs S would have added the Optimiser in 2018, achieved platinum status rapidly, maintained it for five years, and therefore would have received 40–50% premium reductions throughout 2018–2023. However, the evidence that she attempted to engage with the Vitality Programme before 2023, shows that she earned 26 points at the end of plan year 2017/18, 3 points for plan year 2018/19 and then between 2019 to 2022 no points.*
- *Nor did Mrs S seek clarity about Optimiser benefits, recorded/synced minimal activity, or expressed interest in premium linked engagement before the 2023 premium increase. You acknowledge that she cannot evidence this earlier engagement and that "it's not going to be possible to know for sure" how she would have acted. The absence of evidence cannot be replaced with the most favourable hypothetical interpretation. DISP requires a realistic application of the balance of probabilities, not optimistic."*

Our Investigator was not persuaded to change his view as he didn't believe Vitality had presented any new arguments he'd not already considered or responded to. Unhappy with that outcome, Vitality then asked the Investigator to pass the case to an Ombudsman for a decision.

After carefully considering what both parties had to say, I explained that I had decided to issue a provisional decision on this case as I was minded to reach a different conclusion to that of our Investigator and not uphold Mrs S's complaint. This window aimed to give both parties the opportunity to provide any further information before I reached my final decision.

What I said in my provisional decision:

I have summarised this complaint in less detail than Mrs S has done and I've done so using my own words. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No discourtesy is intended by this; our rules allow me to do this and it simply reflects the informal nature of our service as a free alternative to the courts.

My role is to consider the evidence presented by Mrs S and Vitality in order to reach what I think is an independent, fair and reasonable decision based on the facts of the case. In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice. Where there's conflicting information about what happened and gaps in what we know, my role is to weigh up the evidence we do have, but it is for me to decide, based on the available information that I've been given, what's more likely than not to have happened. And, having done so, I'm not planning on upholding Mrs S's complaint - I'll explain why below.

Before I do, I should comment that in her complaint, Mrs S has made multiple references to the Optimiser becoming available in 2020, however, Vitality say that it became available on existing plans from 2018.

Although the Optimiser became available to existing policyholders from January 2018, Vitality have not provided evidence that they notified Mrs S of this change. That said, in her email to this service of 9 February 2026, Mrs S states that she recalls seeing references to the Optimiser as far back as 2018. I do think it would have been helpful had Vitality proactively drawn this to her attention, particularly as the Optimiser represented a material enhancement to the policy terms and offered the potential for more meaningful premium reductions than the one to three percent discounts referred to in the annual statements Mrs S received. However, the absence of such a notification does not mean that Mrs S is automatically entitled to retrospective premium adjustments.

So, while I consider the Optimiser to have been a material enhancement to the policy terms, materiality alone doesn't determine whether retrospective redress is appropriate. Redress is intended to compensate for actual financial loss caused by a failing, rather than to penalise a failure to communicate. In this case, I still need to be persuaded that the lack of notification resulted in Mrs S paying higher premiums than she otherwise would have done.

In order to make an award of redress, I must be satisfied, on the balance of probabilities, that the lack of notification caused Mrs S to suffer a financial loss. In this context, that requires me to be persuaded that had she been told about the Optimiser when it became available, she would more likely than not have chosen to add the Optimiser at that time, engaged with the Vitality Programme in the way required by its rules and achieved and maintained a level of engagement sufficient to result in materially lower premiums. If I'm not persuaded that these steps would more likely than not have occurred, then it wouldn't be fair or reasonable to award retrospective premium reductions.

On this point, I don't think the evidence supports the conclusion that Mrs S would have achieved and maintained a Platinum status from 2018 onwards. Her actual engagement

history shows very low activity: 26 points in 2017/18, 3 points in 2018/19 and no points at all between 2019 and 2022. She had the Vitality app but didn't sync or record activity. She didn't raise any concerns about Optimiser benefits or premium-linked engagement until 2023 when she queried a premium increase. Whilst Mrs S says she was physically active during this period, there is no evidence she attempted to record that activity or engage with the programme in a way that would have earned points. I've also seen nothing to suggest she sought clarity about the Optimiser or its benefits before 2023.

I do want to acknowledge that once Mrs S received clearer information in 2023, her engagement increased significantly and she quickly achieved Platinum status.

I don't think it follows, however, that improved clarity alone explains Mrs S's sustained engagement from 2023 onwards, or that similar clarity in earlier years would have produced the same outcome. Engagement with a rewards-based insurance scheme requires ongoing motivation, prioritisation and practical effort over time, including regular syncing and monitoring of activity. The fact that Mrs S chose to engage more fully after a specific conversation in 2023 does not in my view, provide a reliable basis for concluding that she would have done so consistently from 2018 onwards.

It's equally consistent with Vitality's explanation that her circumstances or motivation changed at that time. And, while the Optimiser wasn't highlighted prominently in their earlier communications, the annual statements did refer to the potential for discounts through engagement with the Vitality programme. So, I'm not persuaded that Mrs S was entirely unaware that activity could influence her premiums, even if the scale of the potential benefit wasn't clear.

Vitality have argued that Mrs S's financial adviser should have informed her about the Optimiser. But, I've seen no evidence that Mrs S continued to receive ongoing advice after the plan was set up in 2012. A WOL plan is typically a 'set-up-and-leave' product unless the customer's circumstances change significantly, so it wouldn't be reasonable to assume she remained in an active advice relationship. I've also seen no evidence that Vitality notified the adviser of the Optimiser's availability. In the absence of such evidence, I don't think it's reasonable for Vitality to rely on an adviser's supposed 'duty to review' as a substitute for their own responsibility to communicate material changes to the terms of a policy.

I've considered the possibility that Mrs S might later provide Apple Health or similar data showing that she was physically active during the period in question. But, even if such data were available, it wouldn't alter my thinking. Vitality's programme requires activity to be recorded and synced at the time in order to earn points. That's consistent with Vitality's position that it isn't possible to reconstruct a hypothetical engagement history or retrospectively award points, and I think that position is reasonable. Evidence that Mrs S was active isn't the same as evidence she engaged with the Vitality programme in the way required to earn points or achieve a higher status. The two, in my opinion, are distinct.

To uphold the complaint for the period before 2023 would require me to replace Mrs S's contemporaneous engagement history with a best-case hypothetical reconstruction. That would involve assuming not only that she would have opted into the Optimiser, but that she would have consistently recorded activity, met the programme's thresholds, and maintained a higher status over a number of years. I don't consider it appropriate to reach findings on that basis, as it would go beyond weighing probabilities and instead amount to assuming the most favourable possible outcome.

I appreciate Mrs S says that she didn't log or sync her activity because she wasn't aware of the Optimiser. But, it's my understanding that the ability to engage with the Vitality programme didn't depend on having the Optimiser. She could always have logged activity,

earned points and received the standard one to three percent discounts referenced in her annual statements. So, the absence of Optimiser-specific information doesn't explain the complete lack of engagement over several years. And, even if she was physically active, that isn't the same as demonstrating she would have engaged with the programme in the way required to earn points or achieve a higher status. Having Apple Health data can't show she would have opted into the Optimiser, synced her data in real time, met Vitality's thresholds or maintained a higher status consistently over several years.

So, even if Mrs S could show that she was active, that wouldn't provide a reliable basis for reconstructing a hypothetical engagement history or awarding discounts retrospectively. It would still require me to make a series of assumptions, effectively applying the most favourable interpretation of events, rather than deciding the case on the balance of probabilities. For these reasons, the existence of activity data wouldn't alter my thinking.

Even though I'm minded to not uphold Mrs S's complaint, I still need to consider whether the steps that Vitality have already taken fairly address the impact of the mistakes that were made. Redress should be fair and proportionate to the actual detriment caused and not based on assumptions about how a consumer might have behaved in the best case scenario. The Optimiser is an optional feature that changes the premium structure and requires the customer's explicit consent. It wouldn't be appropriate or contractually sound to apply it retrospectively as though Mrs S had selected it earlier. Nor would it have been appropriate for Vitality to automatically opt customers into the Optimiser without their consent. That would fundamentally alter the nature of the policy and the customers' obligations.

Vitality have raised concerns about fairness and consistency across their customer base. Whilst I don't base my decision on precedent, I do need to be satisfied that the outcome I reach is fair in the round. There will inevitably be other customers who didn't opt into the Optimiser when it became available. Without clear evidence that Mrs S would have acted differently from those customers, I don't think it would be fair to require Vitality to reconstruct a hypothetical engagement history or to refund several years of premiums on that basis. I also agree with Vitality that it wouldn't be appropriate to assume the maximum possible benefit such as that which is consistent with Platinum status in the absence of evidence. My role is to apply the balance of probabilities, not construct the most favourable scenario for the consumer.

Vitality have already corrected the only clear and evidenced accepted error, the incorrect information given in 2023 by adding the Optimiser from January 2023, refunding premiums from that date and paying compensation. In my view, this represents a fair and balanced 'half-way-house'. It recognises that Mrs S was misinformed in 2023 and may have lost out as a result, but it avoids making assumptions about how she would have behaved in earlier years without clear evidence. In the absence of such evidence, I think this approach is fair and proportionate.

Summary

In order to award retrospective redress, it's not enough for me to conclude that the Optimiser was a material enhancement or that Vitality ought reasonably to have drawn it to Mrs S's attention. I must also be satisfied, on the balance of probabilities, that the absence of notification caused a financial loss, that is, that Mrs S would more likely than not have opted into the Optimiser at the relevant time and would then have engaged with the Vitality Programme in accordance with its operational requirements so as to achieve and maintain a status that resulted in materially lower premiums.

The evidence before me does not persuade me that this causal chain is established for the period prior to 2023. Mrs S's contemporaneous engagement history shows very low or no recorded activity over several years, despite having access to the app and the ability to earn at least modest discounts through engagement during that time.

So, while Mrs S says she was physically active, Vitality's scheme requires activity to be recorded and synced in real time in order to earn points, and I have no evidence that she attempted to do so prior to 2023 despite her email of 9 February 2026 stating that she had some awareness of the Optimiser as far back as 2018. In the absence of such evidence, I am not persuaded that it is more likely than not that she would have engaged with the programme in the manner required to secure materially lower premiums over a sustained period had she been properly notified of the Optimiser earlier.

To conclude otherwise would require me to substitute Mrs S's actual, contemporaneous engagement history with a hypothetical reconstruction based on what she might have done in more favourable circumstances. I do not consider that to be an appropriate application of the balance of probabilities. Ombudsman fairness requires me to assess what is more likely than not to have happened, not to assume the most advantageous possible outcome for the consumer in the absence of supporting evidence.

For these reasons, I'm not persuaded that Mrs S has shown she has lost out financially before 2023 as a result of Vitality's actions. I don't think it would be fair or reasonable to require Vitality to refund premiums or apply Optimiser benefits for the period before January 2023.

Responses to my provisional decision:

After reviewing what I had to say, Mrs S responded explaining that she accepted the outcome.

Vitality also responded explaining that they had nothing further to add.

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.

As neither party have provided any new information and have accepted the outcome of my provisional decision, it therefore follows that I have reached the same conclusion that I set out above.

My final decision

I'm not upholding Mrs S's complaint about The Prudential Assurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 20 May 2026.

Simon Fox
Ombudsman