

## **The complaint**

Ms B has complained about the service she received from Vitality Health Limited.

## **What happened**

The details of this complaint are well known to the parties and the facts are not in dispute so I won't repeat them in full here. In summary Ms B complained about the problems she had encountered with her points app. She also felt that Vitality didn't provide information as to how it would use her data.

Vitality offered £100 in compensation for the distress and inconvenience the matter had caused Ms B. It also provided Ms B with maximum points until the policy was cancelled. Our investigator felt that the resolution offered by Vitality was fair.

Ms B appealed.

## **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.

Firstly, I'm aware I've set out the background to this complaint in less detail than the parties and I've done so using my own words. No discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I've fully reviewed the complete file. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

I recognise that Ms B will be disappointed by my decision but I find that Vitality made a fair and reasonable offer to Ms B for these reasons:

- There was an issue affecting Ms B's fitness tracking app which meant her daily points weren't being added. It took Vitality some time to investigate the matter. But whilst attempting to resolve the issue Vitality awarded her the maximum number of points available. This meant that she wasn't disadvantaged. I understand that Ms B felt she was denied future discounts, but as she decided to cancel her policy I find that Vitality's action in respect of adding points whilst Ms B was on cover was fair.
- This didn't mean that Ms B couldn't use her private medical insurance policy during the period she was on cover, should she have needed to make a claim. This being so I don't find that she was entitled to a refund of premiums paid.
- Ms B complained that Vitality misused her data. Vitality explained the purpose of data collection as set out in its privacy policy. It felt that it had complied with Data Protection Law and explained that if Ms B was unhappy with the outcome of her complaint about the use of her data she could complain to the Information

Commissioner's Office. I find that was a reasonable response and note that she was referred to the correct agency.

- Vitality conceded that it had taken time to address Ms B's concerns. It noted too that Ms B has tried to make contact on several occasions. It felt it had lost opportunities to reiterate how the reward system worked. Vitality offered £100 for the service it had provided. I can see that Ms B was sent many holding emails and it took some time to address the issue. I fully accept that this would have been inconvenient and frustrating for Ms B. I am satisfied that compensation is due and that the offer of £100 was fair in all the circumstances.
- For clarity I would add that it is not for this service to tell a financial business how to operate or to punish businesses for poor service. Our statutory function is dispute resolution. So we will look at the impact the businesses regulated acts or omissions have had on the consumer. Regulation of financial businesses though, is the function of the regulator, the Financial Conduct Authority.

### **My final decision**

Vitality Health Limited has already made an offer to pay Ms B £100 and I find the offer is fair in all the circumstances.

My decision is that Vitality Health Limited should pay Ms B £100 offered, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 24 May 2023.

Lindsey Woloski  
**Ombudsman**