

The complaint

Mrs L complains that, when her policy with Vitality Corporate Services Limited (“Vitality”) renewed, she stopped receiving its partner reward vouchers. She says she received poor service when she tried to resolve the matter.

What happened

Mrs L has a whole of life policy with Vitality. As part of her policy, she received various “partner rewards”, including some TV tokens. After her policy renewed at the beginning of December 2021, she stopped receiving the tokens.

She says she had to contact Vitality several times and spent a long time on the phone before the matter was resolved. She says each time she contacted a member of staff, they didn’t have the history of what had happened. This meant she had to keep repeating herself and that she was offered solutions that had already been tried and failed.

Vitality apologised. It said it was coincidental that Mrs L stopped receiving vouchers after her policy renewed. It had made changes to its member zone around the same time, and this had caused various errors, including the receipt of some rewards. It sent Mrs L the vouchers manually until both parties were satisfied the system error had been fixed. Vitality offered Mrs L £25 for the inconvenience she’d been caused. Mrs L didn’t think this fully reflected the time it took to resolve things. She also thought Vitality hadn’t recognised or addressed the poor service she received and that she was bullied into closing her complaint.

Our investigator didn’t recommend that the complaint should be upheld. He thought Vitality had resolved the problem with receipt of the vouchers by 31 December 2021 and that £25 fairly reflected the impact on Mrs L.

Mrs L didn’t agree. She said, in summary, that £25 doesn’t reflect her experience and that the investigator hasn’t fully recognised Vitality’s persistent failings, the inappropriate conduct of its complaint handler, and the hours of her wasted time.

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.

Our investigator set out in some detail what happened, and I’m not going to repeat that again here. And I’m satisfied the problem with receipt of the vouchers was resolved. I will focus instead on the service Mrs L received when she asked Vitality to resolve the matter and when she complained, and whether the compensation that’s been offered is fair and reasonable.

Mrs L says she had to contact Vitality repeatedly and she spent a long time trying to resolve the problem with the non-receipt of the TV vouchers. I’ve listened to the phone calls and seen the emails and in addition Mrs L told us she had communication via social media. It’s clear she had to contact Vitality on several occasions before matters were resolved and that

she spent a long time on the phone whilst staff tried to help her. I think individual staff did their best to help Mrs L. In particular one member of staff arranged to email the vouchers to Mrs L until the problem was fully resolved, and she offered to check in each week with Mrs L to make sure she'd received them. But staff acknowledged that Mrs L had to go through things multiple times.

Vitality seemed to recognise the poor service Mrs L had received, and the time she'd had to spend before things were put right. She was asked if £25 was satisfactory to compensate her and she said she didn't think it fully reflected the time she'd spent. But Vitality wouldn't engage further with her about its offer and told her to refer to this service. I think that's disappointing. It's clear Mrs L had had to contact Vitality several times, had to repeatedly provide the same information, and was left on hold on the phone for an extended period whilst Vitality tried to fix the problem. I don't think £25 fairly reflects the inconvenience she was caused for what should have been a simple issue. I find £75 is fair and reasonable compensation in the circumstances.

Mrs L says she felt bullied into closing her complaint. Once it was clear the vouchers were being received, Vitality asked Mrs L if she was happy for the complaint to be closed. On the first occasion she said she wanted it kept open until the next week's voucher was safely received. And on the second occasion she said the same but also said she didn't think the service issues had been addressed. On both occasions, I don't find there was any undue pressure put on Mrs L to close the complaint – Vitality agreed to keep the complaint open, and the service issues were then investigated. So I don't find Vitality did anything wrong here.

I've already said that I think Vitality could have continued to engage with Mrs L about its offer. But, as it decided it wasn't prepared to increase that offer, I find it followed the correct procedure in sending Mrs L a final response and giving her referral rights to this service.

My final decision

My final decision is that Vitality Corporate Services Limited should pay Mrs L £75.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 26 October 2023.

Elizabeth Dawes
Ombudsman