

The complaint

Mr H and Ms B have the benefit of a corporate private medical insurance policy, underwritten by Vitality Health Limited ('the policy'), through Ms B's employer. They're unhappy that Mr H was unable to access Vitality's member zone via its app. Mr H and Ms B say this prevented Mr H from accessing the benefits of the policy. They're also unhappy with the service they've received when trying to resolve this issue with Vitality.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here.

Our investigator upheld the complaint and recommended Vitality to put things right by asking it to:

- promptly contact Mr H to discuss the technology issues he was experiencing, and which prevented him from accessing the member zone.
- promptly send Mr H's policy documents by recorded delivery post.
- update Mr H's member zone account with the maximum member zone benefits from when he was retrospectively added as a beneficiary of the policy until the date, he's able to access the account.
- pay £150 compensation to Mr H and Ms B for the frustration caused due to Vitality not contacting Mr H when it said it would and not following up his queries in a timely manner.

Vitality agreed with the recommendations. Mr H and Ms B didn't. They raised further points in reply to our investigator's view and felt that Vitality should repay back to them part of the monthly premium they paid for Mr H to be a beneficiary of the policy.

These further points didn't change our investigator's view, so this complaint was passed to me to decide. I issued my provisional decision in March 2024 explaining why I was intending to direct Vitality to put things right in a different way to our investigator. An extract of my provisional decision is set out below.

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Vitality has a regulatory obligation to treat customers fairly and I don't think it has treated Mr H and Ms B fairly in this case.

- It isn't disputed that Mr H was unable to access the member zone via Vitality's app. I've listened to the call Mr H had with Vitality's representative about this in early 2023 and the representative confirmed that it had recorded the same membership number and date of birth for Mr H that he was using to try to access the member zone. Vitality's representative then said they would raise an internal ticket so that Vitality's technical team could look into the issue. He was told someone would come back to him within the next seven to ten days to confirm that he's now able to access the

member zone.

- I've seen no evidence that anyone did get back to Mr H. Vitality says it didn't have a contact number for Mr H to call him to try to help register his member zone account. And in response to our investigator's view, it accepts that it can't find any emails to Mr H advising him that the issue had been fixed.
- I'm satisfied that not being able to access the member zone impacted Mr H in particular. Not only was he put to the trouble of having to call Vitality to raise this issue but I accept that he would've been disappointed by not hearing back from Vitality within the promised timescales after raising the issue.
- He and Ms B were also inconvenienced by having to raise this issue with Vitality again and they didn't receive a final response to this particular complaint. I'm satisfied that Vitality remained aware that Mr H was still having issues accessing the membership zone (for example, Ms B told another representative of Vitality about this in mid-2023 when calling to update her about the progress of a different complaint she'd raised with Vitality).
- However, I'm not persuaded that Mr H and Ms B made numerous other calls to Vitality about this issue. Vitality has provided a screenshot of the searches carried out to identify calls made by Mr H and Ms B, and they don't suggest that many substantive calls were made. It's entirely possible that Mr H and Ms B abandoned their calls whilst waiting but on the balance of probabilities, I'm not persuaded that did happen – or if it did how much they were inconvenienced if they weren't waiting a long time before abandoning the calls.
- Mr H and Ms B also say Mr H has been unable to benefit from the policy because he hasn't been able to access the member zone. They say that they've been paying the premium for nothing. However, I disagree. I've seen the certificate of insurance and I'm satisfied that Mr H is a named beneficiary with a cover start date of November 2022. So, if he needed to make a claim on the policy, I'm not persuaded that he would've been prevented from doing so. The certificate of insurance refers to a telephone number if Mr H wanted to speak with one of Vitality's GP, so this service wasn't restricted to video consultations. And although treatment can be authorized through the member zone or app, Mr H was also able to call Vitality if he needed to authorise treatment or make a claim.
- Mr H and Ms B say that in their experience there were long call waits to speak to a representative of Vitality. That may have been the case, but I've seen no evidence that Mr H needed to access treatment. Even if he did, I've seen no evidence that he attempted to contact Vitality to authorise treatment but was unable to do so - or that it was made significantly more difficult to do so when compared with using the member zone or app.
- However, I do accept that not being able to access the member zone or app, meant that he lost the opportunity of being able to accumulate wellness points to be used and access other benefits such as relating to a particular brand of watch.
- Since our investigator issued her view on this case, both parties have confirmed that Vitality has been able to rectify the issue and Mr H is now able to access the member zone and the policy information.
- Vitality has also said that it's applied the maximum points available to Mr H's account for nine months as it says this is the most he would've been able to accumulate for the period he was unable to access the member zone. I think that's fair in principle although Mr H was unable to access the member zone for longer than the nine months. However, on the balance of probabilities, I think it's unlikely that even if Mr H

was able to access the member zone, he would've accumulated the maximum number of points every month. If Mr H or Ms B have any evidence to the contrary, they're able to provide this in response to this provisional decision for me to consider. But currently I'm satisfied that the total number of points awarded by Vitality is fair and reasonable.

Putting things right

I'm satisfied that Vitality has put both Mr H and Ms B to unnecessary frustration and inconvenience because of Mr H not being able to access the member zone. And he was unable to take advantage of the rewards benefits at the time. It has taken around a year to resolve this issue and I don't think that's fair and reasonable. I intend to direct Vitality to pay Mr H and Ms B £300 compensation. I think that fairly and reasonably reflects the distress and inconvenience Vitality's errors caused them both in this case.

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I invited both parties to respond to my provisional decision, but I received no substantive response.

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.

Having received no further substantive information in response to my provisional decision, I'm satisfied that there's no compelling reason to depart from my provisional findings. For this reason, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I partially uphold Mr H and Ms B's complaint.

Putting things right

I direct Vitality to pay Mr H and Ms B £300 compensation for distress and inconvenience.

My final decision

I uphold this complaint to the extent set out above and direct Vitality Health Limited to put things right as set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Ms B to accept or reject my decision before 30 April 2024.

David Curtis-Johnson
Ombudsman