

## **The complaint**

Mrs T is unhappy that Vitality Corporate Services Limited trading as VitalityLife ('Vitality') didn't act on an instruction to remove a financial advisor from the policy.

## **What happened**

Mrs T's husband had a professional connection with a company whose services included financial advice. In 2015 a policy was inceptioned in Mrs T's name only with the company named as the financial advisor (I'll refer to that company as 'Company B').

In 2018 Mrs T's husband says he emailed Vitality to ask that both their plans were updated so there was no link with Company B. Mrs T contacted Vitality in 2023 and says she was upset to discover that instruction hadn't been carried out.

Mrs T complained to Vitality but they didn't uphold the complaint. They said they had no record of such an instruction being made until 2023 when the complaint was made. Unhappy, Mrs T complained to the Financial Ombudsman Service.

Our investigator looked into what happened and upheld the complaint. He thought there was evidence that an instruction had been given and he recommended Vitality pay Mrs T £400 compensation.

Mrs T accepted the recommendation but Vitality didn't. In summary, they didn't think there was sufficient evidence the instruction to remove Company B's association with the plan was received by them. So, they asked an ombudsman to review the complaint.

## **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.

In my view the key issue in this complaint is whether Vitality acted reasonably and provided good customer service to Mrs T. I'm not persuaded that they did in the circumstances of this case. I say that because:

- There's a copy of an email which was sent to Vitality from Mr T in 2018. It says, 'as discussed please can you make sure both Vitality insurance policies for my wife and I that were set up by me under [Company B] are completely severed from [Company B] so there is no linking of our personal information to them.'
- Vitality says this email wasn't received. But I'm not persuaded that's what most likely happened. A reply was sent to Mr T from Vitality in response to the email which said, 'I can confirm that you are no longer linked to your old firm... I have changed your email address today to [redacted]. I understand the rest of your request has already been processed'.
- Given Mr T's professional connection to Company B, and his previous involvement in

Mrs T's plan, I think it's most likely Mrs T would have considered her wishes had been carried out, based on the email exchange with her husband.

- I can't explain why Vitality's system doesn't have a record of this email, nor is it my role to do so. But based on the evidence I'm satisfied that Mr T most likely sent the email and it was most likely received by Vitality.
- I think the response Mr T received could reasonably be interpreted by Mrs T to be confirmation from Vitality that the instruction to completely sever both policies from Company B had been completed.
- I appreciate that Vitality has a particular process in place to remove a financial advisor from the plan and that they needed Mrs T's authorisation to do so. But that wasn't explained in the response to Mr T. If it had been, particularly given the circumstances of this case, I think it's likely this would have prompted Mrs T to contact Vitality to make the changes. So, even if Vitality had a specific process Mrs T needed to follow, I don't think they provided good customer service. That's because the requirements about that process weren't made clear to Mr T when he contacted Vitality about both plans. If Vitality needed Mrs T to contact them, I think they could have explained that to Mr T in response to his email.
- Mr T's professional relationship with Company B broke down. So I can understand why it was very upsetting for Mrs T to discover that Company B had a connection to her plan. I think it had a significant impact given her relationship with Company B and knowing some of the information they potentially had access to over a period of several years. Regardless of whether Company B did access that information or not, I think this caused her avoidable distress and inconvenience. So, Vitality should pay Mrs T a total of £400 compensation to reflect this.

### **Putting things right**

Vitality needs to put things right by paying Mrs T a total of £400 compensation for the distress and inconvenience caused.

### **My final decision**

I'm upholding this complaint and direct Vitality Corporate Services Limited trading as VitalityLife to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 7 November 2024.

Anna Wilshaw  
**Ombudsman**