

## The complaint

Mr M on behalf of M – a limited company – complains about the way Vitality Health Limited administered M's group private medical insurance policy.

## What happened

In June 2023, Mr M took out a group private medical insurance policy on behalf of M. The policy provided cover for one of M's employees and their dependant, although it doesn't appear Mr M was insured under the policy. M's employee, who I'll call Ms F, was set-up as the Group Secretary. This meant that all of the policy documentation, including renewal documentation was sent to Ms F.

Subsequently, in mid-September 2024, Mr M emailed Vitality to ask if another person could be added to M's policy. Vitality told Mr M that only the Group Secretary could make changes to the plan.

Mr M was very unhappy with Vitality's position, as he'd set-up the policy and paid for it. Ultimately, Ms F confirmed that Mr M should be added as a Group Secretary to M's plan. It took Mr M's personal and contact details. And, in mid-November 2024, Mr M was added to the plan as Group Secretary.

Remaining unhappy with Vitality's position, Mr M asked us to look into his complaint. He also raised concerns about the way Vitality had handled his personal data and he felt it had obstructed his ability to access and manage the policy.

Our investigator felt the complaint should be partly upheld. He thought Vitality's terms and conditions made it clear that only the nominated Group Secretary could make changes to M's plan. But he didn't think Vitality had provided enough evidence to show that it had made it clear to Mr M that Ms F would be the Group Secretary. He felt this had led to Mr M being put to time and inconvenience. So he recommended that Vitality should pay £100 compensation.

Vitality disagreed and so the complaint was passed to me to decide.

I issued a provisional decision on 12 September 2025, which explained the reasons why I didn't think Vitality had acted unfairly. I said:

*'In making my decision, I've taken into account relevant considerations such as regulatory rules and principles, the policy terms and the available evidence.*

*First, I'd like to assure Mr M that while I've summarised the background to M's complaint and Mr M's submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been raised and nor do our rules require me to. Instead, I've focused on what I believe to be the key issues.*

*It's also important that I make clear our role. We're not the industry regulator – we're an independent and impartial dispute resolution service which was set-up to be a quick and*

*informal alternative to the courts. We can't punish or fine the businesses we cover or tell them to change their policies or procedures.*

*Mr M has raised concerns about the way his data was stored and handled. Vitality has told us that Mr M's details wouldn't have been passed on to its servicing teams at the outset, as he wasn't the Group Secretary and he wasn't covered by the policy. It seems to me that if Mr M feels Vitality has mishandled his data, the Information Commissioner's Office might be best placed to address those issues.*

*So I've considered two main issues. First, whether I think it was fair for Vitality to have made Ms F Group Secretary. And secondly, whether I'm persuaded Vitality acted reasonably when it wouldn't deal with Mr M's request to add a new member to the plan. I'll deal with each point in turn.*

*Was it fair for Vitality to make Ms F Group Secretary?*

*It's clear that Mr M took out M's plan with Vitality over the phone. Vitality says that Mr M asked for Ms F to be made Group Secretary. Mr M says Ms F should never have been made Group Secretary and that he hadn't authorised it.*

*Where's there's a dispute about what's been said or done, I need to make a decision based on the balance of probabilities – what I think is most likely to have happened, taking into account the available evidence and wider circumstances.*

*Unfortunately, Vitality no longer has a copy of the call recording. So I can't listen to exactly what was said and discussed. What I do have, alongside Mr M's recollections, are notes from Vitality's systems with a record of the call and it's also provided me with some more information about what happens during the setting up of a commercial policy.*

*The sales adviser's notes set out Ms F's name, date of birth, phone number and email address. The notes also say that the adviser would call Ms F to go through the closing statement the next day.*

*Vitality has told us that an insured member of the plan must be the primary company contact – in this case, the Group Secretary. As Ms F was the insured member of the plan, it seems Vitality acted in line with its own guidance when it made Ms F Group Secretary. And Vitality says the sale was finalised by Ms F – which could only be done by the nominated Group Secretary.*

*I can see from the evidence that all of the policy documentation was sent to Ms F after the policy was put in place – including the 'Group Secretary Plan Terms and Conditions) and that renewal paperwork was addressed to her too. There's no indication that any of the policy documentation was sent to Mr M either in June 2023, when the policy began, or ahead of renewal. If Mr M believed himself to have been the primary contact for the policy, I'd reasonably have expected him to query with Vitality why he hadn't received any policy documentation during the life of the plan.*

*Having carefully weighed up all of the evidence, I currently think it's more likely than not that Mr M did ask Vitality to make Ms F, as the insured member, the Group Secretary for the policy. And I'm persuaded, on balance, that Vitality made the way the policy had been set-up and the nominated contact sufficiently clear to Mr M at the outset.*

*I'd add that I understand Mr M has concerns that Vitality didn't carry out appropriate checks when it set-up the policy and that it lost his details. As I've said, Vitality has told us that as Mr M wasn't the Group Secretary, his details wouldn't have been passed on to its servicing*

*team by its sales team and therefore, the servicing team wouldn't have had access to his details when Mr M emailed it in September 2024. I think this is a reasonable explanation from Vitality.*

*Was it reasonable for Vitality to decline to add a new member to the cover at Mr M's initial request?*

*I've looked carefully at the policy terms and conditions, which form the basis of the contract between Vitality and M. Page five explains 'Managing Your Plan'. It includes the following term:*

*'However, as Group Secretary, only you can make changes to your plan. We will only take instructions from you relating to:*

- Adding insured members or an insured member's family member's (insured dependants) to the plan.'*

*In my view, the terms make it sufficiently clear that only the Group Secretary could add new members to a plan. In this case, that means only Ms F was authorised to add new members to M's plan. At the point Mr M emailed Vitality to ask to add a new member to the scheme, he wasn't an authorised Group Secretary. I can see that on the following day, Vitality responded to tell Mr M that only Ms F could make this change and why.*

*Therefore, I think that Vitality acted in line with its policy terms when it declined to add a new member at Mr M's request - because he wasn't a Group Secretary at the time. And I don't find that it acted unreasonably. I'm also satisfied that it gave Mr M a clear explanation as to who would need to request the addition of a new member.*

*I appreciate it took Vitality over a month to respond to Mr M's further queries about why and how the policy had been set-up as it had and I've considered this carefully. I can see that Mr M chased Vitality up on 20 September and 18 October 2024, which I understand may have led to a small amount of wasted management time. But I can also see that there were some delays at times in Ms F and Mr M responding to Vitality's subsequent emails and information requests. On balance, I don't think it would be fair or proportionate for me to make a compensation award for any minor inconvenience caused by Vitality's delays in replying to Mr M.*

*Overall, I sympathise with Mr M's position and I appreciate he'll be disappointed with my findings, especially given I've reached a different conclusion to our investigator. But I don't currently think Vitality has done anything wrong which I could reasonably direct it to put right.'*

I asked both parties to send me any further evidence or comments they wanted me to consider.

Neither party responded by the deadline I gave.

### **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 done so, as neither party has provided me with any further evidence or comments for me to consider, I see no reason for me to change my provisional findings.

So my final decision is the same as my provisional decision and for the same reasons.

**My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 7 November 2025.

Lisa Barham  
**Ombudsman**