

The complaint

Mr F and Mrs G complain that Vitality Health Limited isn't able to provide them with access to all of the services available with their private medical insurance policy.

What happened

Mr F and Mrs G have private medical insurance which they have renewed annually since 2017. This policy is underwritten by Vitality. One of the features available is access to private GP services, via an online app.

In April 2023, Mr F tried to use the virtual GP service, however, he was unable to download the app on his mobile phone. Vitality initially told him there was a bug in the system, but he was then advised that the problem was that his phone was using an old version of software.

Mr F complained to Vitality. He said he should receive a premium discount as he can't use this service. Vitality responded to say that the policy terms confirm that the device needs to be Android compatible but that the provider of the service couldn't support older versions of Android. Vitality also said the virtual GP service was complimentary to the insurance cover purchased and there wasn't an additional fee for this service – so it didn't agree to provide a discount.

Mr F and Mrs G remained unhappy with this response, so they brought their complaint to this service. Our investigator looked into the matter but didn't uphold the complaint. He said that the app is provided by a third party and so it wasn't Vitality who were responsible for deciding which devices can use the app. As this was a free additional extra on the policy, he didn't think Vitality had to do anything more.

Mr F and Mrs G disagreed with our investigator. They said there is no mention on the policy that this was a complimentary service. And they felt that Vitality had created the impression this service is available for all members. Mr F and Mrs G said that there must be a cost saving to Vitality and this should be passed on as a discount to those who can't use the app. As no agreement could be reached, the matter has been passed to me to decide.

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.

It is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr F and Mrs G. Rather it reflects the informal nature of our service, its remit and my role in it.

This complaint centres around Mr F and Mrs G's inability to use the virtual GP service offered by Vitality for those who take out private medical insurance. The issue being that the

devices used by Mr F and Mrs G don't meet the compatibility requirements set by the service provider for use of the app.

This service is provided to Vitality members through a third party. The third-party provider has confirmed that it requires the latest versions of Android to be used as supporting older versions can be challenging and can lead to instability. Vitality doesn't own the app and therefore doesn't have control over which devices can utilise the service. So, I don't think Vitality can be held responsible for Mr F and Mrs G not being able to use the app on their particular devices.

Mr F and Mrs G feel they should be entitled to a discount on their premium as they cannot make use of this service. Vitality has confirmed that this is an additional service which is complimentary to the private medical insurance provided to their members and that there isn't an additional cost for this service – so there isn't a discount that can be applied.

I've thought about this point carefully and, while I appreciate Mr F and Mrs G's frustrations with not being able to use the app on their devices, I'm not persuaded that Vitality should offer any reimbursement of the premium.

Even though Mr F and Mrs G aren't currently able to use this service, this doesn't mean the service hasn't been made available to them. If Mr F and Mrs G upgrade their devices to ones that are supported by the app, they will be able to utilise this service. And not having access to the app won't prevent them from using their private medical insurance policy – cover for private treatment is available whether the app is used or not. Although I appreciate that this app provides access to GP services in the form of video consultations, this is an additional benefit provided by Vitality when you take out private medical insurance through them and Vitality has explained there's no extra cost to policyholders for this benefit. So, I don't think Vitality has acted unfairly or unreasonably by not offering a discount.

Taken everything into account, I don't require Vitality to do anything further.

My final decision

For the reasons stated above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs G to accept or reject my decision before 28 December 2023.

Jenny Giles
Ombudsman