

## **The complaint**

Mr S and Ms S are unhappy that Vitality Health Limited (Vitality) declined their private medical insurance claim.

## **What happened**

Mr S has a private medical insurance policy. He added Ms S to his policy on 2 June 2025. The underwriter on the policy is Vitality.

Ms S had a prescription from an eye test done on 15 May 2025 for some prescription glasses. She purchased these on 14 June 2025.

On 15 June 2025, they contacted Vitality to make a claim for the cost of the glasses under their policy. Vitality declined the claim.

Mr S and Ms S called Vitality again on 16 June 2025 and explained that they thought the claim had been incorrectly declined. The advisor reviewed the claim but said it was covered, and a payment would be made.

On 17 June 2025, Mr S and Ms S called Vitality to chase the payment. This time they were told the claim wasn't covered and the advisor had made an error on 16 June 2025.

Mr S and Ms S made a complaint to Vitality. It reviewed the claim and maintained its decision to decline the claim. It apologised for the error made by the advisor and offered Mr S and Ms S £25 for the failing.

Unhappy, Mr S and Ms S brought their complaint to this service. Our investigator didn't uphold the complaint. He agreed that Vitality did make an error in incorrectly advising Mr S and Ms S. He thought that the £25 offer for this was fair and reasonable.

Mr S and Ms S disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

## **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, I won't be upholding this complaint. I'll explain why.

- At the outset, I fully appreciate that the situation has had an impact on Mr S and Ms S - both financially and mentally. I'm sorry for this.
- I acknowledge that I've summarised this complaint in far less detail than Mr S and Ms S have, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern our service allow me to do this as we are

an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it, I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory function.

- The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as industry principles and rules, the policy terms and the evidence, to decide whether I think Vitality handled Mr S and Ms S's claim fairly.
- It's not in dispute that the sight test prescription was issued on 15 May 2025. It's also not in dispute that the prescription glasses were purchased on 14 June 2025. The issue in dispute and which I'll be considering is whether the error made by Vitality impacted Mr S and Ms S on 16 June 2025 to the extent that the claim should now be covered. Mr and Mrs S say as a result of the error, they suffered financial loss as by the time they were again told that the claim wasn't covered on 17 June 2025, they couldn't cancel the purchase of the glasses.
- I've first considered the relevant terms and conditions of the policy as they form the basis of the insurance contract between the two parties. The relevant section is on pages 17 and 18 under the heading '*Optical care*'. This confirms there is no eligibility for cover as the prescription was issued prior to the policy start date. So, as Ms S had a prescription for the glasses dated 15 May 2025, prior to the policy start date of 2 June 2025, I think the terms are clear in that there would be no cover for this under the policy.
- Mr S and Ms S's claim was initially declined on 15 June 2025. Mr S then called Vitality the next day (16 June 2025) explaining to the advisor that the claim had been incorrectly declined. He said they weren't claiming for a sight test but for the glasses only and these were purchased after the policy had started. The advisor reviewed the claim and said the claim had been incorrectly declined and payment would be made within 48 hours. Mr S chased payment for this on 17 June 2025 and called Vitality again. The advisor then informed Mr S and Ms S they had been incorrectly told that the claim was covered. The advisor confirmed that the claim wasn't covered.
- I can understand Mr S and Ms S's frustration in being given different answers about their claim. However, as I've said above, the relevant section of the policy on pages 17 and 18 set out what is covered. Based on the circumstances of what's happened here, I'm satisfied the claim isn't covered. I agree an error was made by Vitality in saying the claim was covered, but it's reviewed what happened against the policy criteria and has maintained the claim isn't covered. I think this is fair and reasonable.
- Mr S and Ms S say that Vitality has accepted it made an error so the claim should be covered. But I don't agree. The reference point is the terms and conditions of the policy and having considered this, the issue is that the prescription for the glasses was dated prior to the policy start date. That means the claim isn't covered. So, I'm satisfied Vitality hasn't unfairly declined the claim.
- Vitality has offered Mr S and Ms S £25 compensation for the error it made. Based on what I've seen, I think this is fair and reasonable. The error was caused during the telephone conversation on 16 June 2025. This was corrected on 17 June 2025.
- I've also considered Mr S's comments that the situation has caused them additional hours of work, loss of time and affected their peace of mind. Ms S has suffered anxiety and depression. I understand that this has been a challenging time for them.

But I don't think it's reasonable to award compensation more than the £25 that's already been offered. I say this because the issue was rectified the day after and Vitality apologised and accepted the error.

- Mr S says the financial loss (the cost of the glasses) was caused as a result of being told by Vitality that there was cover for the glasses. He says they decided not to cancel the purchased glasses because of what Vitality had led them to believe. However, whilst I appreciate they could have cancelled the glasses, I don't think the impact of the call on 16 June 2025 was the reason they didn't cancel the glasses. I say this because the difference in being told there was cover and then being told there was no cover, was one day. They could have cancelled the glasses on 17 June 2025 but chose not to. They were aware on 15 June and also on 17 June again that there was no cover for the glasses. They purchased the glasses on 14 June 2025 so bearing in mind the time period usually allowed to cancel an order they would still have had time to do this. I'm not persuaded they lost out financially solely as a result of the call on 16 June 2025. I also can't reasonably make Vitality responsible for paying the claim as a result of the error and which was rectified the next day.
- Overall, taking everything into account, I'm not persuaded that Vitality declined Mr S and Ms S's claim unfairly or that it was declined outside the terms and conditions of their policy. I'm sorry to disappoint Mr S and Ms S but it follows that I don't require Vitality to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr S and Ms S's complaint about Vitality Health Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Ms S to accept or reject my decision before 25 November 2025.

Nimisha Radia  
**Ombudsman**