

## **The complaint**

Mr P and Mrs E complain that they were misadvised about the level of cover by Vitality Health Limited when they renewed their private medical insurance policy. They believe the policy was mis-sold.

The policy is for both Mr P and Mrs E, but it is Mr P that has been handling the complaint on behalf of them both. For ease, I'll refer only to Mr P throughout this decision.

## **What happened**

In 2025, Mr P contacted Vitality to discuss the renewal of their private medical insurance policy to see if he could reduce the premiums. Following that conversation, Mr P complained that the outpatient cover benefits had not been explained properly during the 2023 renewal. He said he didn't want or need the higher level of cover and felt he had been misled by Vitality about the difference in cover limits. He said he had been paying higher premiums than he needed to since 2023 as a result.

Vitality looked into his complaint but didn't think it had mis-sold the policy. It said that it didn't have the call recording from 2023, as it only retained calls for 13 months. But it said the call notes on its system indicated that the outpatient benefit had been explained to him several times during that call. Vitality also stated that Mr P had previously removed the outpatient cover in 2020, before reinstating this again in 2022. It said that various quotes had been run at different times, providing different levels of cover and therefore it said that the difference between the coverage for each quote would have been explained.

Unhappy with this outcome, Mr P brought his complaint to this service. Our investigator looked into the matter but didn't uphold the complaint. He found that it was more likely that Vitality did explain the outpatient cover correctly in 2023.

Mr P disagreed with the investigator's opinion. He said that the conversation he had with Vitality in 2025 and his reaction when he was advised of the cover still available if he reduced the benefit limits, shows that this hadn't been explained before.

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.

Mr P's insurance policy includes a section called 'Out-patient cover' which, in summary, provides cover for outpatient consultations and consultants fees when needed as part of treatment, along with outpatient diagnostics. It also provides cover for physiotherapy.

When Mr P renewed his policy in 2023, he continued with full cover under this section. Mr P thinks he was misadvised about the outpatient cover in this 2023 call. He says he wasn't told that if he reduced the benefit limit this would only restrict the amount he could claim for the

consultant's fees. He says he wasn't made aware that outpatient treatment he received such as physiotherapy or post operative scans, would still be paid in full.

Vitality no longer has the recording of the call in 2023 as it only retains calls for a period of 13 months. As the call recording isn't available, I must consider what I think is most likely to have happened, based on all the evidence available.

And having done so, I'm persuaded that it's more likely that Mr P wasn't mis-sold the outpatient cover on his policy at this time. I'll explain why.

Vitality has provided a copy of the system note added following the call in 2023. This note says that the outpatient cover was explained to Mr P several times. This would suggest that there was quite a lot of discussion about the outpatient cover during this call and therefore I think it's likely that the way the benefit worked was explained.

Vitality has also shown that several different quotations were created during that 2023 renewal call with varying levels of outpatient cover benefit quoted. Some of these quotes limited the benefit, while others included full outpatient cover. As different options and quotes were provided, I'm persuaded that the difference between the cover available for each quote would likely have been discussed during that call.

Mr P says he only wanted cover for post-surgery outpatient treatment, and he would have restricted his outpatient cover limits earlier if he'd known this wouldn't have impacted such treatment. But I've noted that during the time Mr P has been insured with Vitality, he has altered the coverage under this benefit on several occasions, including removing it altogether in 2020. The benefit wasn't added again until 2022 and different options were again quoted. Mr P said that these changes were for personal budget reasons, and he doesn't see this as relevant. However, it does demonstrate an active engagement on several occasions in the past when making choices about this level of cover. And I think it's likely that Mr P would have discussed the cover available when making these changes.

At each renewal Vitality provides a certificate of insurance giving details of the cover that has been purchased. On this document it encourages the policyholder to read the certificate together with the terms and conditions policy document. And from reviewing the policy, I think Vitality provides the information about the outpatient cover in a clear, informative and non-misleading way. Mr P therefore had the information needed at each renewal to enable him to check whether the policy continued to meet his needs.

Mr P believes his 2025 call shows that the outpatient cover wasn't explained properly in 2023. I've listened to the call recording, and I note Vitality explains how a lower benefit level would impact the amount of outpatient cover provided. Mr P then asks for clarification about the restriction. After this he tells Vitality this has been explained better than last year and that his impression from the previous year was different. I can appreciate why Mr P feels this call is of relevance. But while this may demonstrate Mr P's understanding in 2025, it doesn't automatically follow that a mistake occurred in 2023. I'm not of the opinion that the comments in this phone call are enough to persuade me that it is more likely he was misadvised when he called to discuss the renewal of his policy in 2023.

Overall taking everything into account, I'm not satisfied that there is enough evidence to show that Mr P was misadvised about the cover under the outpatient section of the policy in 2023 – so I cannot say that it is more likely the policy was mis-sold. I therefore don't require Vitality to do anything more.

**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 Mrs E and Mr P to accept or reject my decision before 27 February 2026.

Jenny Giles  
**Ombudsman**