

The complaint

Mr O has complained about the way Vitality Health Limited ('Vitality') dealt with a query about a claim and that it delayed in cancelling his plan.

What happened

Mr O had a private medical insurance policy with optical cover, underwritten by Vitality.

He emailed and called Vitality about a claim as he had had his wallet stolen. This meant that Mr O wasn't able to purchase glasses within the plan year and was contacting Vitality to ask whether it could consider his extenuating circumstances.

Mr O emailed Vitality shortly before his plan was due to end and also called a few days after the plan had ended as he hadn't had a response to his email. He was told that he would receive reimbursement for glasses if he had paid within the plan dates but he could also send an email in about his circumstances for Vitality to consider.

Vitality then confirmed that it would not pay for any glasses which weren't purchased within the plan dates.

Mr O complained and unhappy with Vitality's response to the complaint, referred his complaint to the Financial Ombudsman Service.

Our investigator found that Vitality's offer of £50 compensation was fair and reasonable in all the circumstances.

Mr O disagreed and so the case has been passed to me for a final decision.

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 don't think this complaint should be upheld. I'll explain why.
- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The background to this matter is well known to both parties. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions.
- The starting point is the policy terms and conditions which make up the contract of insurance between Mr O and Vitality. The plan provides up to £500 per plan year for optical care.
- Both sides accept that Mr O didn't make a claim for reimbursement of glasses within the plan year. And Vitality told Mr O that it would consider his circumstances but did

not guarantee that his claim would be accepted.

- Mr O said he was unable to pay for the glasses before the end of the plan date due to his wallet being stolen but hasn't provided any evidence that he did purchase glasses shortly after the plan ended.
- Vitality accepted there was a delay in confirming cancellation of his plan and for this, it offered £50 compensation to Mr O as a gesture of goodwill. It also apologised for the advice given by the adviser and confirmed that it would only pay a claim if the glasses were bought within the plan dates, in line with the policy terms. I think this is fair and reasonable in all the circumstances as the incorrect advice was corrected quickly and any inconvenience to Mr O was minimised by Vitality confirming its position.
- I have listened to the call with the adviser and agree that he gave Mr O the impression that his claim outside the plan dates would be considered. But there was no guarantee that the claim would be paid. So I am satisfied that the apology and £50 compensation is the appropriate remedy in all the circumstances of this case as there were no ongoing issues or a long-lasting impact. Vitality confirmed the correct position within a reasonable amount of time about the requirements for a claim to be paid in line with the terms.
- If Mr O now wishes to accept the £50 compensation (if it hasn't already been paid), he should contact Vitality directly.
- I am sorry to hear about Mr O's personal circumstances and I appreciate he will be disappointed with my decision. But I can't fairly ask Vitality to do anything more than it has already offered.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 12 February 2026.

Shamaila Hussain
Ombudsman