

## **The complaint**

Mr W has a healthcare plan with Vitality Health Limited and complains that it mis-sold him additional optical, dental and audiological cover.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, at renewal in 2022, Mr W added optical, dental and audiological cover to his personal healthcare plan with Vitality at an additional cost. In January 2023, Mr W complained to Vitality about the sale of the additional cover, the extent of the cover and the claims process.

Mr W says that Vitality mis-sold the additional cover to him. He says that Vitality told him that he could claim for both glasses and sunglasses and that it didn't draw to his attention that he'd have to have had a dental check-up in the previous 15 months to be able to make a claim for dental cover. Mr W also says that the claims process isn't easy and that he's had difficulty speaking to Vitality.

Mr W wants Vitality to honour the terms of cover as he understood them at the point of sale or refund the premium in relation to the additional cover and compensate him for optical and dental costs to date. Mr W also wants compensation for his distress and inconvenience.

In response to Mr W's complaint, Vitality said that it correctly described the optical cover at the point of sale but failed to mention that for dental cover, Mr W must have had a check-up with his dentist and completed all recommended dental treatment in the previous 15 months. It paid Mr W compensation of £160 in relation to the lapse in its service standards.

One of our investigators looked at what had happened. He thought that Vitality provided Mr W with sufficient information to enable him to make an informed choice about the additional cover. The investigator said that Vitality accepted that during the phone calls, it didn't explain the eligibility criteria in relation to the dental cover, but that information was in the policy documents. He thought that Vitality's payment of compensation of £160 was fair and reasonable. The investigator said that he couldn't ask Vitality to reimburse Mr W, as he hadn't presented it with all the information it needs to assess his claim.

Mr W didn't agree with the investigator. He said that it's unreasonable to have the insurance explained to him in a way that's contrary to the policy terms. Mr W didn't think that was acceptable simply because he could go on to read the documents. He said that the tone and content of the phone recordings show his disbelief at the information he was given. Mr W said that it's reasonable to rely on what he was told. He said that the documentation wasn't clear and Vitality didn't understand the cover. Mr W maintained that Vitality mis-sold the additional cover to him.

The investigator considered what Mr W said but didn't change his view. As there was no agreement between the parties, the complaint was 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's clear that Mr W has strong feelings about this matter. He's provided detailed submissions to support the complaint. I've read through all this carefully and taken it all into consideration when making my decision. I trust that Mr W won't take as a discourtesy that I concentrate on what I think are the central issues in the case.

### the relevant terms and conditions

The plan provides that Vitality will reimburse 80% of the costs of certain dental procedures. In order to be eligible for that benefit, Mr W must have had a check-up with his regular dentist and completed all recommended dental treatment in the 15 months before cover began. If Mr W hasn't seen his dentist in the 15 months before the cover began, eligibility will only begin after a check-up by a dentist and completion of recommended dental treatment.

In relation to optical care, the plan provides reimbursement of costs up to certain policy limits for sight tests and new prescription glasses or contact lenses following that sight test in the plan year. The plan says as follows:

#### **'Optical care**

[...]

*For glasses, we will reimburse you for the cost of a single pair of frames, lenses (including bifocals or varifocals, where necessary), and lens modifications (coating, tinting or thinning). The cost of prescription sunglasses are eligible but you will not also be able to claim for a pair of regular glasses for the same prescription. You can claim for one repair to your existing prescription glasses in each **plan year**. No benefit is available for replacement glasses on the same prescription, and we will not reimburse you for accessories such as cases or cloths, unless they are included at no extra charge when purchasing the frames.'*

### has Vitality acted unfairly or unreasonably?

I don't uphold Mr W's complaint because I think that the compensation Vitality has already paid is fair and reasonable. I say that because:

- Vitality didn't advise Mr W about the suitability of the policy for his needs. It was nevertheless obliged to provide him with information about the policy that's clear, fair, and not misleading, so that he could decide whether the policy was right for him. I think that the plan terms in relation to the dental and optical cover are clear, fair and not misleading.
- I've listened to the recordings of the relevant phone calls. I wouldn't expect Vitality to go through all of the terms and conditions of the plan with Mr W on the phone as the detail is provided in the documentation. Vitality didn't tell Mr W that he could claim for both glasses and sunglasses – it said that he could claim for one or the other. But Vitality has accepted that it should have mentioned that for an eligible dental claim, Mr W must have had a check-up with his dentist and completed all recommended dental treatment in the previous 15 months.
- Where errors like this happen, we don't proceed on the basis that the incorrect or incomplete information is true. There are no grounds on which I can fairly direct Vitality to honour the terms of the dental cover as Mr W understood them at the point

of sale. We look at the effect of the error on the individual. Here, Mr W was disappointed to find that he didn't qualify for dental cover immediately and he's spent some time pursuing this matter.

- Vitality didn't address Mr W's concerns about the difficulties he had contacting it. I accept what Mr W says about this.
- Mr W has also complained about the claims process in that Vitality required information from his dentist. I don't think it's unreasonable for Vitality to ask for information from the treating dentist as it needs to establish whether the treatment is eligible treatment under the plan.
- It wouldn't be fair or reasonable to direct Vitality to refund the premium in relation to the additional cover as Mr W has had the benefit of the cover from the renewal date. Neither would it be fair and reasonable to direct Vitality to compensate Mr W for optical and dental costs to date. If Mr W wishes to make a claim against the plan he should submit a claim and Vitality will assess it in accordance with the plan's terms. If Mr W thinks that Vitality hasn't acted fairly in assessing his claim, he should complain to it about that in the first instance. If he's not satisfied with Vitality's response, it's open to him to refer the matter to this service.
- Considering everything, I think that the compensation of £160 Vitality has already paid is fair and reasonable in this case in relation to the service issues I've mentioned above. In reaching that view, I've taken into account the nature, extent and duration of Mr W's distress and inconvenience caused by Vitality.

### **My final 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 Mr W to accept or reject my decision before 29 September 2023.

Louise Povey  
**Ombudsman**