

## **The complaint**

Mr M has complained that Vitality Health Limited ('Vitality') gave him incorrect information about his policy.

## **What happened**

Mr M has a private medical insurance policy through his employer, underwritten by Vitality.

Mr M called Vitality in July 2023 to enquire whether it covered the cost of private prescriptions and he was initially told that it didn't. When he quoted from his policy document, the adviser checked and was told that private prescriptions up to £100 were covered in certain circumstances. Mr M says that he would have ensured he obtained a private prescription through a Vitality GP if he hadn't been given incorrect information. He said he had called around three weeks before and was told private prescriptions weren't covered at all.

Vitality looked into the complaint and explained that it did cover private prescriptions if issued by a Vitality GP. But Mr M's private prescription was issued by his consultant and so it wasn't covered. However, due to its poor service and incorrect initial advice when Mr M called, Vitality agreed to pay the cost of the prescription, as compensation.

Mr M remained unhappy and referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that the compensation paid by Vitality was reasonable for its error.

Mr M disagreed and said he received reimbursement and not compensation. He also said he was out of pocket as he had paid for the prescription on his credit card and had been charged interest.

And so, the case has 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 don't think this complaint should be upheld. And largely for the same reasons as the investigator. I'll explain.

- Mr M called Vitality to ask about private prescription benefit. The adviser incorrectly told Mr M this wasn't an available benefit. The adviser should have told Mr M that he did have a private prescription benefit of up to £100 if issued by a Vitality GP.
- Mr M's private prescription was issued by his consultant, not a Vitality GP. And so, under the terms of the policy, there is no benefit available in his circumstances.

- The prescription is dated 9 June 2023 and Mr M has provided evidence to show that he paid for this privately on 8 July 2023.
- Mr M says he would have used a Vitality GP had he been given correct information on 2 previous occasions. He says he was told by Vitality that private prescriptions weren't covered at all. He said he called around 3 weeks before his call on 22 July 2023. I have reviewed all calls from June and all call notes from January to July 2023 and there is no evidence that Mr M discussed a private prescription benefit with Vitality before 22 July 2023. And so, I don't think Mr M could have explored getting the same prescription through a Vitality GP before he paid for the prescription issued by his consultant.
- Furthermore, I am satisfied that Mr M's policy terms and conditions are clear about when benefit for private prescriptions is payable.
- Mr M says Vitality has reimbursed him for the charges rather than paid compensation. But Vitality has paid compensation equal to the amount of the prescription charge in recognition of its poor service during the call on 22 July 2023. I think this is reasonable and so I won't be asking Vitality to pay anything further.

### **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 M to accept or reject my decision before 5 April 2024.

Shamaila Hussain  
**Ombudsman**