

## **The complaint**

Miss B complains that Vitality Health Limited turned down her private medical insurance claim.

## **What happened**

On 21 June 2023, Miss B's cover under a group private medical insurance scheme began. Miss B was covered on a moratorium basis which meant there was no cover for any pre-existing conditions experienced in the previous five years.

In August 2023 Miss B contacted Vitality as she was experiencing wrist pain. As Miss B hadn't seen a GP about the symptoms, Vitality said she could see a private GP. Miss B had the appointment with the private GP (Dr T) on 21 August 2023, and she was given a referral to a specialist.

Dr T's referral letter said that Miss B's symptoms had started at the beginning of June 2023. As this predated the start of the policy, Vitality turned down the claim. Miss B was unhappy about this, and said that her symptoms had started in July 2023.

Vitality asked Miss B to sign a self-declaration form confirming when her symptoms began. It also obtained her medical records, and wrote to Dr T for more information.

Vitality then issued its final response on the complaint. It said it was satisfied the claim remained declined due to it being pre-existing, though it said it had asked Dr T for her comments and would consider these, but it couldn't advise whether the claims decision would be overturned. Vitality apologised for the delays it had caused, and offered Miss B a food hamper as an apology. Miss B remained unhappy and brought her complaint to this service.

Our investigator looked into things and recommended the complaint be upheld. He said that as Miss B had maintained all along that her wrist pain began in July 2023, he thought Dr T may have made an error by recording June 2023 as the start date of Miss B's symptoms. He therefore recommended that Vitality deal with the claim. He also recommended that Vitality pay Miss B £300 compensation as she was still waiting for treatment, and to recognise she had been inconvenienced by Vitality's delays in dealing with the matter.

Vitality didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

Miss B had an appointment with Dr T on 21 August 2023. Dr T's consultation notes/referral letter said:

### *'Pain in R wrist since start of June'*

Miss B's cover began on 21 June 2023, so I can of course appreciate why Vitality thought her symptoms had predated the start of the policy, based on this referral.

However, I've listened to a call that took place between Miss B and Vitality two days later. Vitality had received Dr T's referral and was aware that this indicated Miss B's symptoms predated the start of her cover. Vitality called Miss B to set up the claim to see a specialist. At the outset of the call, Vitality said *"So I've got on here that it started in the beginning of June, is that about right?"* Miss B said no, and that she had noticed it at the beginning of July. Vitality then explained that the referral letter gave June as the start date.

Given that Miss B was unaware at this point that her claim could be declined if her symptoms had started in early June, it seems to me she had no reason not to be truthful. In these circumstances, I think it would be fair and reasonable for Miss B to be given the benefit of the doubt and her explanation accepted that her wrist pain started in July rather than June.

Vitality says Dr T hasn't provided a suitable reason as to why the start date of Miss B's symptoms was recorded incorrectly. If the reference to June instead of July was a 'typo' or Dr T simply misheard Miss B, it's not clear to me what explanation Vitality wants. If Vitality had asked Dr T about it on 23 August 2023 (after Miss B had said her wrist pain started in July 2023) then Dr T may have been able to recollect the conversation and provide more detail. However, I understand that Vitality didn't ask Dr T for more information until February 2024.

In March 2024 Dr T said that in reference to her referral letter dated 23 August 2023 (I think this was an error, and she meant 21 August 2023), Miss B had contacted her to advise that the onset of her wrist symptoms was early July 2023 not early June 2023. Dr T later told Vitality she could only refer to the records she had written at the time of consultation, and these documented that the symptoms began in early June 2023. Though given the time that had passed by that point since the appointment, I wouldn't expect Dr T to recall what date had been discussed.

Given that Dr T's referral is the only mention of wrist pain existing before the policy started, it's not clear to me why Vitality is so adamant that Miss B isn't telling the truth. Miss B has always maintained that her symptoms started in July 2023, yet Vitality has referred to the policy's fraud condition and accused Miss B of attempting to misrepresent her symptom history in order to gain benefit from the plan. I don't agree that the evidence suggests Miss B has tried to do this.

As I've said, I find Miss B's explanation persuasive and so Vitality should deal with the claim on a fair and reasonable basis.

I agree with our investigator that Miss B has been caused inconvenience here, as she's still awaiting treatment. It's also the case that Vitality caused avoidable delays whilst it was dealing with the matter. For example, Miss B's medical records were received in November 2023, but Vitality didn't review them until February 2024. Vitality should pay Miss B £300 compensation to recognise the inconvenience she has been caused by the delays.

### **My final decision**

My final decision is that I uphold this complaint. Vitality Health Limited should deal with the claim in line with the policy terms.

I also require Vitality to pay Miss B £300 compensation.\*

\*Vitality must pay the compensation within 28 days of the date on which we tell it Miss B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 26 July 2024.

Chantelle Hurn-Ryan  
**Ombudsman**