

The complaint

Mr A has complained that Vitality Health Limited declined a claim made under his private medical insurance cover.

What happened

Mr A's cover commenced in August 2023 on moratorium underwriting terms. On 18 September 2023 he had a consultation with a Vitality GP. Mr S gave a history of a 2-3 month rash on his penis glans. This claim was declined as the condition pre-existed the start of cover. Another claim was made for a related condition in December 2023. Mr A gave a six month history of symptoms, so this claim was also declined as pre-existing. In March 2024 Mr A again consulted for symptoms including a rash on his penis. Mr A said this was a different condition but Vitality declined the claim.

Unhappy Mr A referred his complaint here. Our investigator didn't find that Vitality had treated him unfairly by declining the claim. Mr A appealed. He said that the symptoms that he experienced in February 2024 were slightly different to those experienced September and December 2023 and were located in a different place. He felt that his GP's statement supported this. Our investigator wasn't persuaded to change her mind.

As no agreement has been reached the matter has been passed to me to determine.

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.

I've summarised the background to this complaint - no discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. And if there's something I haven't mentioned, it isn't because I've ignored it. I've reviewed the file and considered the representations Mr A has made with care. Having done so I agree with the conclusion reached by the investigator for the following reasons:

- The regulator's rules say that insurers mustn't turn down claims unreasonably. So I've considered, amongst other things, the policy terms and the available evidence, to decide whether I think Vitality treated Mr A fairly.
- When Mr A's cover commenced in August 2023 the moratorium underwriting meant that Vitality wouldn't pay any claims for the treatment of any pre-existing medical condition. This is any condition or related condition which, in the five years before the cover started:

He had received medical treatment for or

Had symptoms of, or

Asked advice on, or

To the best of his knowledge and belief was aware existed.

- As cover started in August 2023 Mr A wasn't covered for any pre-existing conditions, he'd had in the five years before the policy started. I note his representations that the condition in February 2024 wasn't the same as the earlier issue – he says that one was a skin condition one was a nerve issue. And I haven't disregarded Mr A's GP statement on the claim form, including that the record for Mr A's present symptoms is from February 2023 (I accept he may have intended February 2024). But the evidence I referred to above relating to Mr A's consultations with the Vitality GP does show the same symptoms were present before the policy started. So I'm satisfied that this is a condition, or related condition, that he had in the five years before the cover start date. This being so I don't find that Vitality treated Mr A unfairly by declining his claim.
- I can see that Mr A has found the process of claiming to be stressful, particularly as he has another health condition. I note that Vitality agreed to refund £50 he had paid his GP. But in all the circumstances I don't find that Vitality's decline of his claim was contrary to his policy terms. Nor do I find that Vitality treated him unfairly or unreasonably. This being so there is no basis for me to require it to make any further payment to him. I'm sorry my decision doesn't bring Mr A welcome news.

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 A to accept or reject my decision before 17 January 2025.

Lindsey Woloski
Ombudsman