

## **The complaint**

Mr G complains about how Vitality Health Limited dealt with claims against his private medical insurance policy.

## **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, Mr G has a Vitality plan as a benefit of his employment. He made claims in relation to physiotherapy and dental treatment. Mr G wasn't happy about how Vitality dealt with his claims.

Mr G says that he asked Vitality for printed copies of the claim form for his physiotherapy treatment, but it didn't respond to his request. Mr G wanted to make a claim for emergency dental treatment. On 11 May 2023, Vitality asked Mr G to provide information from his current dentist. On the same day, Mr G asked Vitality how he should proceed as he'd seen an emergency dentist, not his current dentist. On 19 June 2023, Vitality responded to Mr G and explained what to do. On 24 July 2023, Vitality asked Mr G for the completed claim form.

In response to Mr G's complaints, Vitality apologised and paid him compensation of £25. Mr G didn't think that was sufficient and pursued his complaint.

One of our investigators looked at what had happened. He said that any inconvenience Mr G suffered as a result of Vitality failing to provide printed forms for his physiotherapy claim was minimal. That was because Mr G's physiotherapy treatment was authorised before the claim form was returned, so any delay on Vitality's part didn't delay treatment.

The investigator said that Vitality had caused unnecessary and avoidable delay to Mr G's claim for dental treatment. He thought that compensation of £150 was fair and reasonable in relation to that. The investigator also said that Vitality should provide Mr G with a printed copy of the claim form.

Mr G agreed with the investigator but Vitality didn't. It said that whilst it overlooked Mr G's e-mail, he didn't prompt it for a response. It said that compensation of £150 is excessive. It said that it had previously paid £25 and it agreed that it should increase that amount and suggested that £75 is more appropriate. Vitality asked that an ombudsman consider the complaint, so it was passed to me to decide.

As the investigator has explained, this service can't respond to Mr G's concerns about the quality of the service from the physiotherapist as Vitality is not responsible for that. So, in this decision I'm looking at how Vitality handled Mr G's claims.

## **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.

The relevant rules and industry guidance say that Vitality has a responsibility to handle claims promptly and fairly. I uphold Mr G's complaint and I'll explain why:

- I agree with the investigator that whilst Vitality didn't respond to Mr G's request for a printed claim form in relation to his claim for physiotherapy treatment, it didn't delay treatment as that was already authorised. I think it caused some inconvenience as Mr G couldn't proceed with his claim, but I think that was minimal as I understand that following Mr G's complaint to the physiotherapist, it wasn't necessary to make a claim.
- Vitality didn't respond to Mr G's e-mail query of 11 May 2023 about his claim for reimbursement of the cost of emergency dental treatment until 19 June 2023, a delay of over five weeks. Vitality says that Mr G didn't prompt it for a response. I don't think that the onus was on Mr G to do so. Vitality is obliged to deal with claims promptly and it didn't do so here.
- The remaining issue for me to decide is the fair level of compensation for Mr G's distress and inconvenience arising out of Vitality's delay. Whilst Vitality's delay didn't cause delay to Mr G's treatment – as the treatment had already taken place at the time of the claim – it did cause him inconvenience in that he didn't receive a response to his query for over five weeks. This was a fairly straight forward claim, and Vitality's delay in responding to Mr G was longer than we'd expect to see.
- I understand that Mr G's claim for emergency dental treatment hasn't proceeded. Vitality has sent Mr G a claim form by e-mail for completion by him and the dentist. Mr G has previously told Vitality that he doesn't have access to a printer or PDF editor. So, Vitality should send Mr G a printed copy of the claim form so that his claim for reimbursement of the cost of emergency dental treatment can proceed.
- Considering everything, I think that compensation of £150 in relation to Mr G's distress and inconvenience is fair and reasonable in this case. In reaching that view, I've taken into account the nature, extent and duration of the distress and inconvenience caused by Vitality's delay. Vitality is entitled to deduct from this amount the compensation of £25 it has already paid. So, Vitality should pay Mr G an additional £125.

### **Putting things right**

In order to put things right, Vitality should:

- Pay Mr G compensation of £125 in relation to his distress and inconvenience, in addition to the £25 it has already paid.
- Send Mr G a printed copy of the claim form.

### **My final decision**

My final decision is that I uphold this complaint. Vitality Health Limited should now take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 February 2024.

Louise Povey  
**Ombudsman**