

The complaint

Miss L has complained that Vitality Health Limited ('Vitality') has unfairly declined her claim.

What happened

Miss L has a private medical insurance policy, underwritten by Vitality on a moratorium basis. She made a claim for NHS cash benefit which Vitality declined as it said her condition was pre-existing and also that her admission to hospital was an emergency and so not covered.

Miss L complained and unhappy with Vitality's response, referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Vitality had unfairly declined it.

Miss L disagreed and in summary, has made the following comments:

- Her condition was not pre-existing
- Her admittance to hospital wasn't related to her symptoms of hand weakness
- Her right-handed weakness was suspected to be carpal tunnel and so not a symptom of what she was claiming for

And so the case has been 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

Firstly, I'm sorry to hear about Miss L's ill health. And I have carefully considered everything Miss L has said in detail, even if I don't explicitly refer to it in my decision.

I will focus on what I consider to be key to my conclusions.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy has moratorium underwriting and says: "We don't pay claims for treatment of any medical condition or related conditions which, in the five years before your cover started:
 - You have received medical treatment for, or
 - Had symptoms of, or

- Asked for advice on, or
- To the best of your knowledge and belief, were aware existed.”
- The policy also says: “If you are admitted to hospital in an emergency, no benefit will be payable for any part of the admission.”
- Vitality reviewed Miss L’s medical records and said Miss L had symptoms predating the start of her policy. It said Miss L had made a claim for right-handed weakness which is a symptom of her condition and so would be deemed to be pre-existing.
- Vitality also said even if Miss L’s condition wasn’t pre-existing, she wasn’t eligible for benefit as she had been admitted to hospital on an emergency basis and this was excluded under the terms of the policy.
- Having considered the above, I don’t think Vitality has declined the claim unfairly as the medical records show that Miss L did have symptoms of her condition before the start of her policy. Miss L doesn’t need to have had a diagnosis and didn’t need to know that her hand weakness could be classed as a symptom of her condition. As this is a well-known symptom of her condition, as explained by Vitality, this is excluded under the moratorium terms and is deemed to be pre-existing under the definition outlined above.
- I also agree that as Miss L’s hospital admission was an emergency, she isn’t eligible for the cash benefit. Even if Miss L is claiming for the rehabilitation part of her stay, her admission was on an emergency basis and there was no discharge and separate admission. It was all one stay. So I can’t fairly ask Vitality to pay the claim.

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 Miss L to accept or reject my decision before 15 April 2024.

Shamaila Hussain
Ombudsman