

The complaint

Mr K is unhappy that Vitality Health Limited declined his private medical insurance claim.

What happened

Mr K has a private medical insurance plan with Vitality. This is an annual policy which started on 1 April 2023 and expired on 31 March 2024.

Mr K, unfortunately, had to go into hospital on 24 December 2023 and was discharged on 7 January 2024. He submitted a claim to Vitality for the NHS cash benefit under the policy. Mr K says he declined to go to a private hospital. He chose to stay in the NHS hospital as he's seen on the Vitality website that he's entitled to the cash benefit.

Vitality declined the claim. This is because Mr K was admitted with worsening shortness of breath over the previous three weeks on an emergency basis. He wasn't eligible for this under his policy as he was admitted as an emergency patient.

Unhappy with Vitality's response, Mr K brought his complaint to this service. Our investigator looked into it and didn't uphold it. She said the claim had been declined fairly and in line with the policy terms and conditions. She also said she had looked at Vitality's current and historic website where it explains the NHS hospital cash benefit. She said this clearly highlights that the table of benefits is subject to the policy wording and the website provides an overview of the policy, so not all the terms and conditions would apply. She didn't think the website was misleading.

Mr K disagreed and asked for the complaint to be referred to an ombudsman. So, it's 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say that insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my final decision about Mr K's complaint.

Having done so, I'm not upholding the complaint. I'll provide my reasons as follows:

- I've reviewed Mr K's policy terms and conditions:
 - On page 16, it states that if a member is admitted to an NHS hospital in an emergency, no benefit will be payable for any part of the admission.
 - On page 31, it states that Vitality won't pay for emergency admission to hospital, or any treatment that requires a member to be admitted to hospital urgently, and all immediate care associated with such an emergency admission until the condition has stabilised.

- I've considered the discharge letter provided by the hospital and this confirms that Mr K was admitted to the hospital as an emergency patient. His hospital stay wasn't pre-arranged. I therefore think Mr K's claim for the NHS hospital cash benefit was declined fairly and in line with the policy terms and conditions.
- Mr K says the Vitality website explains that he is eligible for the benefit, and it isn't clear cut. I acknowledge his comments. But the website is intended to provide an overview of information related to its products and services. It's not intended to provide details of a specific product as it's the relevant full policy terms and conditions that would do this. The website provides general information.
- Mr K received the specific policy terms and conditions when he renewed the policy in April 2023. And the membership certificate he received at the time confirms his acceptance terms and refers him to the full policy terms and conditions. The claim was assessed on these terms and conditions which isn't incorrect.
- Overall, I don't think Vitality declined Mr K's claim unfairly or unreasonably. Mr K was admitted to hospital as an emergency patient and I'm satisfied there is no cover for this under his policy. It follows that I don't require Vitality to do anything further.

I'm sorry to disappoint Mr K.

My final decision

For the reasons given above, I don't uphold Mr K's complaint about Vitality Health Limited.

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

Nimisha Radia
Ombudsman