DRN-4844464

The complaint

Mr S is unhappy Vitality Health Limited (Vitality) declined his claim.

What happened

Mr S has a group private medical insurance policy. The policy started in September 2022 and is underwritten by Vitality on a 'moratorium' basis.

In May 2023, Mr S spoke to a private GP appointment in relation to his neck. Further treatment was required, so he submitted a claim to cover the costs.

Vitality said they couldn't accept the claim without further information from Mr S's own GP. Mr S arranged for the form to be completed and returned to Vitality.

Vitality reviewed the claim again and found mention of previous treatment related to a similar condition. They had concerns Mr S's symptoms may have been present before the policy started so they declined the claim.

Mr S disagreed. He said his symptoms had only started in 2023 and referred his complaint to this service.

Our investigator looked at what had happened and said based on the discrepancy in the available evidence, he thought it was reasonable for Vitality to decline cover at this stage.

Mr S asked for an ombudsman to review the matter. He said the doctor who made the notes was virtual and had asked him for any (even tenuous) links to other discomforts, so he didn't think it was fair Vitality were relying on his statement. He also provided new medical evidence to support his position.

Our investigator explained any new evidence would need to be sent to Vitality for their consideration in the first instance.

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.

The relevant rules and industry guidelines say that Vitality has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

Mr S's policy is underwritten on a 'moratorium' basis. The policy states:

[Vitality] don't pay claims for the treatment of any medical condition or related condition which, in the five years before your cover started:

- *you have received medical treatment for, or*
- *had symptoms of, or*
- *asked advice on, or*

• *to the best of your knowledge and belief, were aware existed.*

This means if Mr S's claim is related to a condition or symptoms that existed in the five years before his policy started in September 2022, the claim wouldn't be covered.

I've carefully reviewed the available medical evidence and agree there is a discrepancy in the information provided regarding the date Mr S's symptoms started.

Mr S has said his symptoms didn't begin until 2023 which was after his policy was incepted – so the condition wouldn't be excluded under the above term. However there is a copy of the notes from the private GP Mr S spoke to about his condition in May 2023. The GP records that Mr S has had:

"back pain for a year. Some discomfort after playing golf.. but not severe. Had the physio in April last year. Given exercises that helped at that time."

This suggests Mr S's symptoms started in May 2022 which was before the policy was taken out in September 2022. And he received treatment for the pain at that time. As such, the condition would be excluded.

I think it was reasonable for Vitality to give weight to this evidence from the private GP and decline the claim at that stage.

Mr S has since provided additional medical evidence to support that this is a new condition. As explained by our investigator, this evidence would need to be sent to Vitality for their consideration in the first instance. It hasn't formed part of this complaint.

Although I think it was fair for Vitality to decline cover, I can see they didn't follow up their request to the GP in a timely manner which caused a delay in the claim progressing. Vitality offered £100 to compensate for this delay. I think this was reasonable in the circumstances and fairly and proportionately addresses their service failing here and additional time this added to the claim.

Putting things right

Vitality Health Limited need to put things right by:

- Paying Mr S £100 compensation for the delay caused in progressing his claim.

My final decision

I'm upholding this complaint. Vitality Health Limited must put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 July 2024.

Georgina Gill
Ombudsman