

The complaint

Mr A complains about how Vitality Health Limited handled a claim under his private health insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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 agree with the overall conclusions reached by the investigator for the following reasons:

- Mr A logged a claim online with Vitality on 13 June 2024. Vitality needed more information to assess the claim, but it failed to contact Mr A to let him know about this. As Vitality has accepted it made a mistake, I need to decide if the compensation it has offered is fair and reasonable in the circumstances.
- Mr A has provided a screenshot of his claim on Vitality's online system. This says that *"we need some more information from you and we will contact you soon to discuss this"*. So, whilst Vitality failed to contact Mr A, I think he reasonably knew Vitality needed more information to consider the claim.
- Mr A says he was previously told that he wouldn't be able to make a claim over the phone. But I can see that Mr A has been in contact with Vitality previously, so I think he would reasonably have known he could contact Vitality to ask about his claim.
- As Mr A didn't hear from Vitality, he had the treatment carried out through the NHS. He wants Vitality to refund his premium for failing to progress and authorise his claim. But I don't think this would be fair and reasonable. Vitality was still on risk for the policy Mr A held, and it was considering his claim.
- Vitality has offered to pay Mr A £150 to compensate him for the distress and inconvenience caused and pay him the NHS cash benefit (subject to receiving the discharge documents confirming the procedure). I think this fairly reflects the distress and inconvenience Vitality caused Mr A by failing to contact him for further information to assess the claim.

My final decision

My final decision is that the offer Vitality Health Limited has made is fair and reasonable. So, I direct it to pay Mr A £150 for the distress and inconvenience caused and pay the NHS cash benefit (subject to receiving the discharge documents).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 March 2025.

Renja Anderson
Ombudsman