

## **The complaint**

Mr R complains about the service he received from Vitality Health Limited under his private medical insurance policy.

## **What happened**

Mr R holds private medical insurance cover with Vitality through his employer.

On 16 July 2024, Mr R was admitted to an NHS hospital. He contacted Vitality on 19 July 2024 to say he'd been diagnosed with a condition and asked Vitality what it could do for him. He didn't receive a response, and so complained to Vitality on 23 July 2024.

Vitality issued its first final response letter on 30 July 2024. It apologised that Mr R hadn't been able to reach it, though it said it offers members a number of ways to contact it - including phone, email, online through the CareHub, and social media. Vitality said that because Mr R had been admitted to hospital the same day as his GP had recommended this, it would consider his admission to be an emergency and therefore not covered.

Mr R then complained to Vitality that it had sent correspondence to his previous address.

Vitality issued its second final response letter on 30 October 2024. It noted Mr R had moved house in 2022, however Vitality said it hadn't been made aware of this until 9 September 2024. It said he had submitted an enquiry to it on 19 July 2024, and this wasn't actioned until 29 July 2024 when its staff member called him. It acknowledged that Mr R had informed it of his new address in that call, but its staff member hadn't noticed this was different to the address it held for him. As a result, correspondence was mistakenly sent to his previous address. Mr R let Vitality know this on 27 August 2024, and again on 13 September 2024. Vitality acknowledged it had been at fault here and offered Mr R £150 compensation for its error.

Unhappy with Vitality's responses, Mr R brought a complaint to this service.

Our investigator looked into things but didn't recommend the complaint be upheld. He thought it had been reasonable for Vitality to say the policy didn't cover emergency treatment. Whilst it wasn't in dispute that Vitality hadn't updated Mr R's address, he thought the £150 compensation offered by Vitality was reasonable.

Mr R didn't accept our investigator's findings and so the matter has been passed to me for a 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.

The policy explains that it doesn't cover emergency treatment, and by that it says it means treatment in an Accident & Emergency unit, or any admission to hospital that was scheduled less than 24 hours in advance.

I understand that Mr R went to the NHS hospital the same day that his GP advised him to do so. Therefore, I think it was reasonable for Vitality to say that this would be considered emergency treatment. Though Mr R had already been discharged after spending three nights in the NHS hospital.

Vitality has set out the various ways Mr R could have contacted it before then. I understand he tried calling Vitality (I assume there were queues on the phone line) and then emailed it via its online portal. The reason for the delay in Vitality getting back to Mr R was because it didn't have contact details for him, though it did eventually manage to find his phone number on its system and was able to call him on 29 July 2024.

Vitality apologised to Mr R for any inconvenience he experienced due to not being able to reach it, and I think that was reasonable.

Mr R says that he was being taken care of in the NHS hospital, and his concern was about the future. If Mr R needs private medical care in the future for his condition, he should contact Vitality about this, and it can consider his claim at the time. If Mr R is unsure about the cover he holds and what treatment he can claim for, I would suggest he contacts Vitality about this so it can advise him further.

Vitality spoke with Mr R on 29 July 2024. I've listened to that call and Vitality did ask Mr R to confirm his address. Unfortunately, it didn't notice that wasn't the address it held on its system. This meant that correspondence was sent to his previous address. Vitality emailed Mr R on 27 August 2024 to let him know the address where the correspondence had been sent (which was his previous address). Mr R asked his employer that day to update Vitality with his new address. I understand this was done on 9 September 2024.

Vitality wasn't at fault for Mr R's address not being up to date as of 29 July 2024. Though given that Mr R told Vitality his new address on this date, it should have noticed this was different to the address it held on its system. Vitality has acknowledged that Mr R was inconvenienced as a result of this and has offered him £150 compensation. I think this amount of compensation was reasonable and recognises the impact to him.

### **My final decision**

Vitality Health Limited has already made an offer to pay £150 compensation to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Vitality Health Limited should pay £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 28 April 2025.

Chantelle Hurn-Ryan  
**Ombudsman**