

The complaint

Mr F and Mrs R complain that Vitality Health Limited didn't allow an upgrade on their private health insurance policy.

What happened

Mr F holds a private health insurance policy with Vitality. Mrs R is also covered by the policy as his partner. Mr F got in touch with Vitality in October 2024 as he wanted to upgrade the hospital list from "Consultant Select" to "London Care". However, Vitality said it couldn't upgrade the hospital list due to the claims history on the policy.

Mr F and Mrs R didn't think Vitality had treated them fairly. Mr F said Vitality previously declined to upgrade cover because he had ongoing claims, but this wasn't the case anymore. Mr F and Mrs R wanted Vitality to give transparent reasons for refusing to upgrade cover.

One of our investigators reviewed the complaint. Having done so, she thought Vitality had treated Mr F and Mrs R fairly and reasonably. She had reviewed Vitality's underwriting information, and she was satisfied it had treated them the same it would any other policyholder in a similar situation.

Mr F and Mrs R didn't agree with our investigator's findings. As no agreement was reached, the complaint 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 policy terms say the following:

"You may only apply to change the level of cover at the annual renewal date.

Any increase in cover or change to your excess may be subject to new acceptance terms. In some circumstances, you may not be able to make changes to your plan (e.g. you already have treatment planned at the time, or you are about to start a claim)."

Insurers are entitled to decide what risk they're willing to insure in return of a premium. The information Vitality has sent about its decision is commercially sensitive, so I won't be able to share the detail with Mr F and Mrs R. But I've reviewed it carefully, along with their circumstances, to make sure that Vitality treated them fairly and reasonably, and the same it would any other policyholder in similar situation. Having done so, I'm satisfied it has.

I appreciate Mr F and Mrs R want Vitality to be more transparent about its reasons for refusing to upgrade their cover at renewal. However, as this is based on Vitality's underwriting criteria which is commercially sensitive information, I don't think this is something it needs to share with them. And this isn't limited to just Mr F and Mrs R, this is information Vitality wouldn't share with other policyholders either.

I note that Mr F is concerned that Vitality has discriminated against him due to his previous claims. However, the Equality Act 2010 protects people with a protected characteristic against discrimination – claims history isn't one of them. And in any event, having reviewed Vitality's reasons for declining the upgrade, I'm satisfied this isn't due to any protected characteristic. So, I don't think Mr F and Mrs R have been treated unfairly.

I'm sorry to disappoint Mr F and Mrs R, but I don't think there's anything Vitality needs to do, to put things right.

My final decision

My final decision is that I don't uphold Mr F and Mrs R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs R to accept or reject my decision before 22 July 2025.

Renja Anderson
Ombudsman