

### **The complaint**

Mr W complains about the way Vitality Health Limited (Vitality) handled a claim he made under a private medical insurance policy.

Mr W is being represented in this complaint by his partner, but for ease I've referred to Mr M throughout.

### **What happened**

The circumstances of this complaint will be well known to all parties and so I've summarised events.

In February 2025 Mr W had an appointment with a Vitality GP after suffering from hamstring and glute pain. It was recommended he have a consultation which was authorised by Vitality. In March 2025 Mr W submitted a request for an MRI scan of his lumbar spine which was again authorised by Vitality. Following the MRI scan, Mr W was diagnosed with a disc prolapse. He submitted a request for a nerve block injection which was authorised by Vitality.

In April 2025 Mr W submitted a request for a laser discectomy through the Vitality app which was approved by Vitality. Mr W arranged the procedure for 17 April 2025. He also submitted a request for a further nerve block injection, but this was showing as pending. Mr W spoke with Vitality who said it would need further information regarding the nerve block injection before it could be approved.

The day before Mr W's treatment, Vitality declined to cover the treatment for both the nerve block injection and the laser discectomy as it considered Mr W's condition to be pre-existing. Mr W called on 17 April 2025 and was told the claim had been declined.

Mr W cancelled his surgery and re-arranged it for 24 April 2025. In the meantime, he provided further information which he said showed his treatment wasn't related to a pre-existing condition. A decision hadn't been made on Mr W's claim before his treatment was due to take place and so he cancelled his appointment for 24 April 2025. Vitality said it would need to see Mr W's full medical history before it could make a decision on his claim.

Mr W raised a complaint with Vitality about the way his claim had been handled. On 8 May 2025 Vitality issued Mr W with a final response to his complaint. In its final response it said:

- It had declined a previous claim Mr W had made for lower back pain as it had concluded this was pre-existing.
- It missed opportunities to request further information when Mr W submitted his claims for an MRI and a nerve block injection, and when Mr W called about the second nerve block injection.
- It had declined Mr W's claim on 16 April 2025 but it didn't communicate this until the following morning which it said wasn't acceptable.

- It offered to pay Mr W £400 compensation as an apology

Mr W referred his complaint to this Service. Our investigator looked into things. She said she thought it was reasonable for Vitality to investigate whether Mr W's claim related to a pre-existing condition, but the way it had handled his claim had caused him distress and inconvenience. She said Vitality should pay Mr W the £400 compensation it had offered and reimburse Mr W for parking, ULEZ and travel costs he had incurred in relation to the surgery on 17 April 2025 which didn't take place.

Vitality accepted our investigator's view but Mr W didn't agree with it. He provided a detailed response but in summary he said:

- Vitality should pay compensation of £1,000-£1,500 for the distress and inconvenience caused.
- Vitality's failure to request information led to a six-week delay in the claim being assessed during which time he was unable to work.
- He had self-funded a laser discectomy in July 2025 at which stage his condition had worsened.

As Mr W didn't agree with our investigator 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.

I want to acknowledge I've summarised Mr W's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no courtesy by this, but it simply reflects the informal nature of this Service. I assure Mr W and Vitality I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. I've considered the events which have taken place up until Vitality issued its final response of 8 May 2025. I understand following this Mr W's claim was ultimately declined, but as this took place after Vitality issued its final response, I won't be commenting on this as part of this decision. This would need to be raised as a separate complaint.

The relevant rules and industry guidance explain Vitality should handle claims promptly and fairly.

Vitality has acknowledged it hasn't handled Mr W's claim as it should have done and has offered to pay him £400 compensation. It has also now agreed to pay for Mr W's car parking, ULEZ and travel costs for the surgery which didn't take place on 17 April 2025. So, I've considered whether this is reasonable to acknowledge the impact to Mr W.

In the circumstances of Mr W's claim, I don't think it was unreasonable for Vitality to request further information so it could consider whether Mr W's treatment was related to a pre-existing condition or not. Mr W had experienced back issues previously, and Vitality had declined a previous claim for treatment to Mr W's back, deeming it to be pre-existing. Given Mr W was now claiming for further treatment relating to his back, I think it was reasonable for Vitality to review this in more detail before approving treatment.

Vitality has acknowledged it should have requested further information about Mr W's condition and treatment much earlier than it did. Had it done so it wouldn't have authorised a laser discectomy and set Mr W's expectation that this treatment was going to be covered. It was clearly very distressing for Mr W to learn his treatment wasn't going to be covered on the day his treatment was due to take place. And as Vitality has acknowledged, it should have communicated this to Mr W the same day it made this decision rather than Mr W having to chase it for a response.

I also acknowledge that if Vitality had requested further medical information earlier, then it would have likely meant Mr W would have received an answer on his claim earlier than he did. However, I've also taken into consideration that Vitality's error not to request further information has meant Mr W was able to have an MRI and nerve block injection carried out under the policy without delay, which would have been beneficial to him.

Mr W has said the delay in treatment meant the laser discectomy he self-funded failed to relieve his symptoms. However, I've not seen medical evidence which shows the only reason the surgery failed to relieve Mr W's symptoms were due to Vitality's errors. Nor can I say with any certainty Mr W's symptoms would be improved now had Vitality made a decision on Mr W's claim sooner. So, I can't reasonably hold Vitality responsible for this.

I appreciate Mr W has also mentioned there were delays in Vitality communicating the claim decision to him in June 2025. However, as this took place after Vitality's final response of 8 May 2025, I've not taken this into consideration as part of this decision. If Mr W is unhappy with the way Vitality handled his claim after 8 May 2025 he would need to raise this as a separate complaint.

Taking all of this into consideration, I think the £400 compensation Vitality has offered to pay is reasonable to acknowledge the distress and inconvenience caused by its errors. I think compensation of this amount is reasonable in circumstances where a business's errors have caused considerable distress which has taken a lot of extra effort to resolve which I think is the case here.

Mr W has also said he has incurred unnecessary costs due to Vitality authorising a laser discectomy on its app. Vitality has now said it will agree to reimburse Mr W the costs he has incurred for parking, ULEZ and travel expenses for his treatment which was booked on 17 April 2025. Whilst I've not seen evidence of these costs, I think it's reasonable for Vitality to refund these costs provided they are reasonable and Mr W can evidence they have been incurred. I note Mr W has more recently said he has incurred costs for the congestion charge. If he can evidence this then this should also be refunded.

I appreciate Mr W re-arranged the surgery for 24 April 2025, however at this point he was aware the treatment hadn't been authorised by Vitality and so I don't require Vitality to reimburse any costs Mr W incurred in relation to the treatment which was booked for 24 April 2025.

I know this will be disappointing for Mr W, but for the reasons I've explained I think this is a fair outcome in all the circumstances.

### **My final decision**

For the reasons I've outlined above I uphold Mr W's complaint about Vitality Health Limited. I require it to:

- Pay Mr W a total of £400 compensation if it hasn't done so already.
- Reimburse Mr W reasonable costs he can evidence he incurred for car parking,

travel, ULEZ and congestion charge in relation to his treatment scheduled for 17 April 2025.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 December 2025.

Andrew Clarke  
**Ombudsman**