

The complaint

Mrs C is unhappy that Vitality Health Limited hasn't covered the cost of an MRI scan under a private health insurance policy she has the benefit of. The MRI took place in October 2024.

What happened

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

Vitality has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

Declining the claim for the cost of the MRI scan

I can see that Mrs C feels very strongly that Vitality hasn't acted fairly. I have every empathy for the situation she finds herself in and the cost she's now responsible for – which is over £2,000. However, I'm satisfied that Vitality has acted fairly and reasonably by declining the claim for the cost of the MRI scan. I'll explain why.

The policy terms set out what is and what isn't covered under the policy.

Subject to the remaining terms of the policy, hospital fees including diagnostic tests (such as MRI scans) can be covered.

Relevant to this complaint, the policy also says:

Contact us so we can authorise your treatment.

Under the policy, the definition of treatment includes diagnostic tests.

It goes on to say:

You can do this visiting the Care Hub, available through our Member Zone or Member app. Alternatively you can call us using the number on your membership certificate. We will not pay for treatment we have not authorised in advance.

I've seen nothing which persuades me that Mrs C – or someone authorised on her behalf – contacted Vitality shortly before having the MRI to authorise this. And I don't think it's fair and reasonable for Mrs C to assume that the MRI would be covered based on previous tests being covered.

I know Mrs C did also receive an authorisation letter from Vitality around a year before the MRI, in October 2023, approving treatment in connection with "cyst of ovary". The letter

confirms the health provider's name and that it had agreed to cover up to two consultations, up to two laboratory tests and up to two ultrasounds. Importantly there is no mention of an MRI being authorised in this letter.

I know Mrs C says the term 'laboratory tests' isn't clear and it's reasonable to assume that would include an MRI scan. However, I don't agree. I don't think an MRI can reasonably be considered to be a test that is carried out in a laboratory, which would I think include, for example, analysis of blood or tissue samples.

The letter also says:

Please note that payment will only be made for treatment that we have authorised in advance.

And:

If you do need more treatment, other than what we've agreed so far, you should let us know straight away, as we'll need to ensure you're covered.

The health provider's letter confirming the consultation that took place at the end of October 2023 reflects that Mrs C was early into her pregnancy at the time and "there will be no indication for intervening unless in an emergency". But once the pregnancy is completed, the health provider suggested waiting two to three months before doing another ultrasound or an MRI at a specialist centre to then decide whether further intervention was necessary.

However, an MRI hadn't been pre-authorised at the time. Given that there was around one year between this consultation and the date of the MRI, and my finding that Mrs C didn't contact Vitality for the MRI to be authorised, I think it's acted fairly and reasonably by taking the decision to decline the claim for the cost of the MRI.

Other issues

Victory has also said that it's more recently discovered that this health care provider wasn't covered under Mrs C's level of cover.

I think this is largely irrelevant to Victory's ultimate decision not to cover the cost of the MRI scan. That's because it never authorised this MRI.

Although, ultimately, Mrs C didn't lose out financially because of that error (Victory covered the cost of the consultation at the time), I'm satisfied that this issue ended up unnecessarily confusing matters and the consultant not being recognised under Mrs C's level of cover was mentioned as another reason for the cost of the MRI being declined.

It would've caused upset and confusion for Mrs C to discover that Victory was saying that it shouldn't have authorised the health care provider she saw in October 2023 when it hadn't been able to establish how this particular health care provider was approved back in October 2023. Ultimately, Victory approved that consultant at the time and that wasn't the fault of Mrs C. I'm satisfied Victory should pay Mrs C £150 compensation for the upset and confusion caused by this.

However, as stated above, the MRI that took place in October 2024 wasn't pre-authorised – either shortly before the consultation in October 2023 or before the MRI took place in October 2024. And for reasons set out above, I'm satisfied that Victory has fairly declined the claim for that reason.

Putting things right

I direct Vitality to pay Mrs C £150 compensation for distress and inconvenience.

My final decision

I partially uphold this complaint and direct Vitality Health Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 17 October 2025.

David Curtis-Johnson
Ombudsman