DRN-5832742

The complaint

Mr K is unhappy that Vitality Health Limited hasn't covered a claim under his private medical insurance policy ('the policy').

What happened

I issued my provisional decision earlier in September 2025 explaining why I was intending to direct Vitality to do something different to put things right.

An extract of my provisional decision is set out below:

……..

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

Declining the claim for treatment of a verruca

The policy started in November 2021 and is underwritten on a moratorium basis. As such, the policy says:

> We don't pay claims for the treatment of any medical condition or related condition which, in the five years before your cover started:
>
> - you have received medical treatment for, or
> - had symptoms of, or
> - asked advice on, or
> - to the best of your knowledge and belief, were aware existed

The policy terms refer to this as a pre-existing condition.

A related condition is defined as:

> any symptom, disease, illness or injury which reasonable medical opinion considers to be associated with another symptom, disease, illness or injury. It could be deemed to be an underlying cause of, or directly caused by, another medical condition.

However, under the policy, pre-existing medical conditions can become eligible for cover providing:

> you have not:
>
> - consulted anyone (e.g. a GP, dental practitioner, optician or therapist, or anyone acting in such capacity) for medical treatment or advice (including check-ups).
> - taken medication (including prescription or over the counter drugs, medicines or injections)

for that pre-existing medical condition or any related condition for two continuous years after your cover start date.

When first declining the claim, Vitality concluded that Mr K's verruca was pre-existing.

Mr K's completed medical form reflects that he said he had treatment for a different verruca in 2017 – so within five years before the policy started. It also concluded that based on information provided by his GP, Mr K had contacted his GP about a verruca in February 2023. So, he hadn't gone two continuous years without consulting a medical professional.

However, based on the available evidence, I don't think Vitality acted fairly and reasonably by concluding that Mr K's verruca was a pre-existing condition when declining the claim.

Although Mr K said he recalls receiving treatment for his verruca in 2017, his GP hasn't confirmed this. The GP has said Mr G first had signs and symptoms of this condition (and first consulted a GP about it) in October 2016. That's five years and one month before the policy started.

The GP was asked in the 'GP's statement' form to "give details and dates of all symptoms, treatment, advice and medication received for this condition between 6 November 2016 (five years before the policy started) to date. It's reflected that Mr K had used topical gels and cryotherapy. However, no dates of when this happened were provided.

So, it's not clear whether Mr K received medical treatment for, had symptoms of or asked advice about a verruca (or whether the verruca still existed) during the five years before the policy started. And / or if the verruca did meet the definition of a pre-existing condition, whether the verruca was treatment free for two continuous years after the policy started.

Whilst I don't think it's fair and reasonable for Vitality to have declined the claim based on the information it had, I'm satisfied that it is fair and reasonable for it to request details from the GP about the verruca (such as the dates of all symptoms, treatment, advice and medication received for the verruca) as initially requested (but not received).

Without this information, it's unable to fairly assess the claim, including whether the verruca requiring treatment is a pre-existing condition. Once received, I'd expect Vitality to promptly and fairly reassess the claim in line with the policy terms and provide Mr K with an outcome.

Claim handling

Because I'm satisfied that Vitality has unfairly declined the claim without having all the information it required from the GP (and it could've re-requested this information before doing so), I'm satisfied that Mr K's claim has been waiting far longer than is reasonable for a fair assessment of his claim. This would've been upsetting and frustrating for him. He's also been put to the unnecessary trouble of having to challenge the outcome.

I'm also satisfied that Mr K has, at times, been given confusing information. Vitality also issued a final response letter at the end of January 2025 without detailing any reasons why it wasn't upholding his complaint and said that the complaint had been resolved to Mr K's satisfaction. But I can't see that it was. I think this would've added to the distress and inconvenience Mr K experienced.

I intend to find that £150 compensation fairly reflects the impact Vitality's errors had on him.

……

I invited both parties to provide any further information in response to my provisional decision.

Vitality accepted by provisional findings.

Mr K disagreed. In summary he said there was no treatment or consultation with a medical professional about his verruca. And if Vitality refer back to Mr K's GP for more information, he's concerned that his claim will be 'back at square one'.

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.

That includes Mr K's response to my provisional decision.

I know he'll be disappointed, but I'm satisfied there's no compelling reason to depart from my provisional findings.

I've explained in my provisional decision (an extract of which is set out above and forms part of this final decision), why I don't think Vitality fairly declined the claim outright based on the information it had.

However, I do think it's reasonable for Vitality to request details from the GP about the verruca (such as the dates of all symptoms, treatment, advice and medication received for the verruca) as it initially did. The information provided by the GP on the form was incomplete and didn't include details and dates of all symptoms, treatment, advice and medication received for the verruca between 6 November 2016 (five years before the policy started) to the date of the form.

I think it's fair and reasonable for Vitality to want to know that information when considering whether Mr K was requesting treatment for a condition which is classed as pre-existing under the policy.

I can understand Mr K's frustration that this will take some further time. However, once the information is received from his GP, I'd expect Vitality to promptly and fairly assess the claim, in line with the policy terms and in accordance with its regulatory obligations.

Putting things right

Within 14 days of Mr K accepting this final decision, I direct Vitality to:

- pay Mr K £150 compensation for distress and inconvenience.

- request details from the GP about the verruca (such as the dates of all symptoms, treatment, advice and medication received for the verruca since November 2021) as it initially asked in the medical form. And once received, it should promptly and reasonably re-assess the claim and provide Mr K an outcome.

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 Mr K to accept or reject my decision before 20 October 2025.

David Curtis-Johnson
Ombudsman