

The complaint

Mrs S is unhappy that Vitality Health Limited (Vitality) declined a claim under her private medical insurance policy.

What happened

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Mrs S is insured under a group private medical insurance policy. The policy started in March 2018 and was taken out on a moratorium basis. Vitality is the underwriter of the policy.

In April 2023, Mrs S made a claim for surgery. Vitality declined the claim because it said Mrs S's condition was pre-existing and wasn't covered on her policy. Mrs S brought the complaint to this service. A final decision was issued in December 2024 directing Vitality to re-assess the claim.

Vitality re-assessed and accepted the claim. It asked Mrs S to send the invoices for the surgery she had. Vitality declined the claim again. It said Mrs S had the surgery with a consultant who wasn't listed on the policy. Vitality said when Mrs S first had the call with Vitality on 6 April 2023 to obtain authorisation, the advisor said the symptoms Mrs S experienced were pre-existing. A claim form was sent at the time to Mrs S to obtain further medical information. The advisor attempted to remind Mrs S of her plan benefits in the same call. But Mrs S didn't want her to do this as her claim hadn't been accepted. Vitality said as Mrs S went ahead with the surgery without obtaining authorisation for a consultant listed on her policy, the claim wasn't covered.

Unhappy, Mrs S brought her complaint to this service. Our investigator upheld the complaint. He recommended that Vitality pay the claim up to the amount it would have paid under the policy had she gone to a hospital that was covered under the policy.

Vitality disagreed and asked for the complaint to be referred to an ombudsman. So, it was passed to me.

I issued a provisional decision on 8 October 2025 to both parties.

I said the following:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm minded not to uphold this complaint. I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as industry principles and rules, the policy

terms and the available medical evidence, to decide whether I think Vitality handled Mrs S's claim fairly.

The key issue in dispute is that Mrs S had her surgery with a consultant that wasn't listed on the policy. So, although the claim was accepted by Vitality, once it received the invoices from Mrs S, the consultant wasn't one that Vitality listed as eligible under the policy.

I've first considered the relevant policy terms and conditions, as these form the basis of the group scheme contract.

The policy terms and conditions

Mrs S's membership certificate confirms that she chose the 'Consultant Select' hospital list:

'CONSULTANT SELECT

You are covered under our Consultant Select option. Our consultant panel will choose a consultant for you based entirely on your medical needs. The consultant will choose the most appropriate hospital for your treatment. We will only pay for treatment that we have authorised in advance.'

Page 27 of your plan terms and conditions state:

'Consultant Select

We recognise the vast majority of consultants working in private practice in the UK. To help you make an appropriate choice, we assess all consultants for robust clinical practice, excellent treatment outcomes and how efficiently they deliver healthcare. Should you need to see a consultant, we provide you with a choice of recognised consultants to choose from who score highly on these measures, and that are appropriate for your condition and where you live.'

It's clear from the above that Mrs S chose the 'Consultant Select' option on her policy. And this means that cover is only available on the policy for treatment carried out by one of the consultants on the panel provided by the policy.

Has the claim been fairly declined?

In order for the claim to be accepted and paid, the policy requires the treatment to be carried out by one of the consultants on the panel within the policy.

Vitality said it accepted Mrs S's claim. But her surgery was carried out by a consultant who wasn't on the panel within the 'Consultant Select' list. So, the claim isn't eligible for cover. The issue centres around the call on 6 April 2023 between Mrs S and the Vitality advisor. I've listened to this call.

In this, Mrs S informed Vitality that her GP wanted to refer her to a gynaecologist, and she needed a name of a specialist who was registered on her policy. The advisor said on first consideration, the claim looked like it was for a pre-existing condition. She said in the circumstances, Vitality would need more medical information from Mrs S's GP. The advisor sent the form whilst they were on the phone to Mrs S's member zone. The advisor started going through Mrs S's plan benefits should the claim be eligible so Mrs S could understand what she could claim for under her policy. Mrs S said she didn't want the advisor to go through the plan benefits when she didn't know whether her claim was yet eligible. The call

ended.

It's clear from the call Mrs S made to Vitality that she was aware she needed a name of a consultant who was listed under her policy. This was the main reason for the call. There's nothing in the call which suggests the advisor said the claim wasn't covered outright. And at this point, the advisor said more medical information would be needed so the 'Condition Information Report' (CIR) form was sent to Mrs S for her and her GP to complete.

Following on from the call on 6 April 2023, Mrs S went ahead with her consultation with the consultant in May 2023 and she had the surgery in June 2023. From the information available to me, I can't see that Mrs S informed Vitality she was due to see or had seen a consultant. Or that she was planning to have the surgery or had the surgery. There's also no evidence that Mrs S checked with Vitality whether the consultant was covered under the policy.

Vitality received the medical information from Mrs S's GP on 21 June 2023. And when Vitality reviewed this, it declined the claim, and this was the subject of the complaint she brought to this service previously.

Here, I'm looking at whether the claim should now be covered because the consultant wasn't listed on the policy. I note, from the call of 6 April 2023, that Mrs S was aware she needed to do this. This was the main the reason for the call. Whilst I understand Mrs S thought the claim might not have been covered I can't see that Vitality had said outright that it wasn't. So even if the advisor hadn't gone on to explain the plan benefits, I'm satisfied that Mrs S was aware she needed to ensure the consultant that did her surgery, was listed within her policy in order for cover to be provided for the surgery.

Mrs S went ahead with the surgery with the consultant prior to finding out whether she was covered under the policy, regardless. The correct process would have been for Vitality to have assessed the medical information received from the GP and then informing Mrs S whether she had cover for the surgery. I can see Vitality did do this but, in the meantime, Mrs S went ahead with the surgery anyway. So, having looked at everything that's happened, on balance, I think Mrs S would have gone ahead with the surgery even if she had been informed from the start that the claim wasn't covered. I also think her intention was to make a claim as she asked her GP to complete the CIR form following the call on 6 April 2023. However, she didn't check with Vitality whether the consultant was covered even she knew she had to do this.

I understand that Mrs S was clearly distressed and needed to have surgery as quickly as possible. But that doesn't mean that Vitality is now responsible to pay the claim. Given that she didn't check the eligibility of the consultant before going ahead with the surgery, I'm satisfied the claim isn't covered.

Overall, I fully appreciate that Mrs S will be disappointed. But I'm currently not persuaded that Vitality treated Mrs S unfairly by declining her claim or that it was done outside the policy terms and conditions.

Mrs S and Vitality now have the chance to provide any further comments to me by 22 October 2025.

Mrs S responded and, in summary, said the following:

- In the call of 6 April 2023, she didn't know the consultant needed to be a named consultant but that it needed to be someone registered with Vitality. She didn't know it needed to be under the 'Consultant Select' option.

- She called Vitality on 5 May 2023 to discuss going ahead due to the length of the process and the state of her health. The advisor didn't specify that it had to be a consultant from the 'Consultant Select' option. It isn't fair that Vitality no longer has this call when it has been able to retrieve others that took place prior to this one.
- She did what was right for her health and other pressures caused by her health. She had a business to run, and she was feeling extremely low.
- Vitality has provided more reasons not to pay the claim, and Mrs S says this is very unfair and other customers have also found this to be the case.
- She is devastated by what's happened.

Vitality responded. It provided notes of the call from 5 May 2023. It could not retrieve this call recording. The notes say the call was transferred but it can't provide further notes or a copy of that call.

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.

Having done so, I'm very sorry but I won't be upholding this complaint. I'll explain why.

Vitality's call notes from 5 May 2023 say that Mrs S called regarding the CIR form. Mrs S said the GP was going to complete this, but it wasn't considered a priority and she wasn't given a timescale for when it would be completed. The call was transferred.

There's no further information about this call. But the notes do somewhat align with what Mrs S has said. There's nothing in the notes about specifying the consultant. So as much as I can see from the evidence, the call discussed the length of the process, and the timescale was unknown for when the GP would complete the form.

It's not for me to explain why Vitality couldn't provide this call recording and I can only consider the evidence I have available to make a decision.

I understand that Mrs S did what she thought was right for her health at the time. I don't doubt that she had additional pressures which also played a part in her decision to have the surgery. But I have to consider what happened alongside what's required under the policy terms and conditions.

I understand also that other customers may have experienced similar, but I can only look at the individual merits of this complaint.

Overall, based on everything I've seen, I don't think Mrs S's claim has been declined unfairly by Vitality. The membership certificate and the policy terms and conditions are sufficiently clear that the treatment must be authorised in advance, and this must be with a consultant and in a hospital from the 'Consultant Select' option. Mrs S had the surgery prior to Vitality receiving the CIR form that was completed by the GP. So, on balance, I think she had every intention to go ahead with the surgery. However, she didn't get authorisation from Vitality in advance. I understand her reasons for having the surgery and I realise it's been a challenging and stressful time for her. But I can't reasonably make Vitality responsible for paying the claim. I'm sorry to disappoint Mrs S but it follows that I don't require Vitality to do anything further.

My final decision

For the reasons given above, I don't uphold Mrs S's complaint about Vitality Health Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 24 November 2025.

Nimisha Radia
Ombudsman