DRN-5925558

The complaint

Miss H complains that Vitality Health Limited hasn't paid a cash benefit under a private health insurance policy.

What happened

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

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Having done so, I agree with the overall conclusions reached by the investigator for these reasons:

- Miss H attended the Accident and Emergency ("A&E") department on 23 May 2024 due to a collapsed lung. She was admitted to ward on the next day, and she had surgery which was categorised to have routine priority on 29 May 2024. Miss H says that the treatment wasn't emergency treatment, rather, it was elective surgery that was discussed after her admittance to ward.

- Vitality said that as Miss H was admitted to hospital from the A&E, it considered the surgery to be emergency treatment and excluded by Miss H's policy. However, it would consider any evidence from Miss H's consultant if she wanted to provide this in support of her claim.

- The policy pays an NHS hospital cash benefit as follows:

  "The NHS hospital cash benefit is only available for treatment that would have been eligible under your plan had you decided to be treated privately. If you are admitted to hospital in an emergency, no benefit will be payable for any part of the admission."

  And the policy terms include the following general exclusion:

  "We will not pay for the following treatments: […]
  - *emergency treatment, by which we mean:*
    - *treatment in an Accident & Emergency unit or other urgent care centre*
    - *any admission to hospital that was scheduled less than 24 hours in advance"*

- The hospital discharge notes refer to the surgery to have “routine” priority. But at the same time, Miss H was admitted to hospital after presenting with a collapsed lung in A&E. The discharge notes don’t give detail about the surgery Miss H had, such as the consultant’s notes or recommendations.

- Overall, I don’t think Vitality acted unfairly or unreasonably when it declined the claim based on the evidence it had. This is because Miss H was admitted to hospital after attending A&E, and it looks like the admission was scheduled less than 24 hours in advance. So, it seems that the treatment was emergency treatment as per the above exclusion.

- I appreciate Miss H hasn’t been able to get a report from the consultant, and the hospital has asked the insurer to request this. But it’s for Miss H to show that she has a valid claim under the policy. Vitality has said it can provide specific questions that Miss H can send to the consultant. Miss H should let Vitality know if she’d like it to provide these. But otherwise, I don’t think there’s anything else Vitality needs to do before Miss H sends a report from her consultant.

My final decision

My final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss H to accept or reject my decision before 9 December 2025.

Renja Anderson
Ombudsman