

## The complaint

Mr and Mrs H have complained that Vitality Health Limited refused to allow them to upgrade their coverage under a private medical insurance policy.

As it is Mr H leading on the complaint, for ease, I will mostly just be referring to him in this decision.

## What happened

Mr H's holds a 'Countrywide' policy, which mostly excludes Central London hospitals. Mr H wished to upgrade the cover to 'London Care'. There was a phone call in which Vitality told him that he would be able to do so at renewal. However, when the time came, he was told that he couldn't, due to there being an open claim.

In response to the complaint, Vitality maintained its decision to decline an upgrade of cover. However, it accepted that misinformation had been provided during a call, for which it offered £50 compensation for distress and inconvenience.

I wrote a provisional decision last month in which I explained why I wasn't thinking of upholding the complaint and inviting the parties to provide any further comments. Mr and Mrs H responded to express their natural disappointment with my provisional outcome.

## 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've carefully re-considered the obligations placed on Vitality by the Financial Conduct Authority (FCA).

Looking at the policy terms and conditions again, it states:

*'You may only apply to change the level of cover at the annual renewal date. Any increase in cover or change to your excess may be subject to new acceptance terms. In some circumstances, you may not be able to make changes to your plan (e.g. you already have treatment planned at the time, or you are about to start a claim).'*

If a policyholder requested a change in cover, they would be asked about any symptoms or planned treatment. Any amendments would then be declined if someone answered yes to any of these questions.

Mr H had raised two claims in relation to his daughter. Claim 1 was registered in March 2024 and claim 2 in November 2024.

As explained in my provisional decision, Mr H said it was in May 2024, during the claim 1 period, that he was first told he had London cover. Having looked at the available evidence, although I could see there had been some discussion about treatment at particular London

hospitals, I couldn't see that he was explicitly told that his cover included Central London hospitals as standard. Based on the available evidence, Vitality was responding to his enquiries about a certain London-based consultant that had been recommended to him by a friend, rather than leading him to believe that he had the requisite full cover already in place. My conclusion was that there was ultimately no detriment here anyway because investigations into his daughter's symptoms ended up being carried out locally by the NHS. Those investigations came to an end in October 2024 when a suspected initial diagnosis was ruled out.

Mr H had remaining concerns about his daughter's undiagnosed symptoms and so still wanted to pursue an appointment with the consultant neurologist in question. Vitality initially provided the correct advice that it would only make a 60% contribution to that treatment and said that any changes to coverage could be considered at renewal in January 2025.

As set out in my provisional decision, an error was then made on 18 November 2024 when Vitality told him that he would be able to add London Care at renewal, even with an open claim.

Mr H went ahead with an appointment he'd booked with the neurologist on 28 November 2024, and a follow up appointment on 17 December 2024, knowing that they weren't fully covered. However, at that time he was indeed under the impression that any future treatment at London hospitals post renewal on 13 January 2025 would be covered, as long as he upgraded the policy. It was when he received the renewal notice and then requested to add London cover that he was told it wouldn't be possible due to there being an existing claim and future treatment planned.

Mr H has mentioned on more than one occasion that he considers that the policy was mis-sold. I think there's been some confusion here. A mis-sale can only happen at the point when someone is purchasing the policy. That's not something that is the subject of this complaint. Furthermore, as I understand it, it was not Vitality that sold the policy and so I could not look at a mis-sale complaint against it. The subject of this complaint is the misinformation that he was given on 18 November 2024.

I explained in my provisional decision how we look at complaints of this type. When a business makes a mistake, we wouldn't necessarily expect it to honour what has been said in error. A relevant consideration is what would have happened if the error hadn't occurred.

In this case, if things had happened as they should, Mr H would have been told that there was no prospect of upgrading to London Care cover at renewal. He therefore suffered a loss of expectation that lasted from 18 November 2024 until 3 January 2025, when he was told he could not upgrade. Therefore, it was this loss of expectation that Vitality needed to compensate him for. Overall, I'm satisfied that £50 is an appropriate amount of compensation for that. There is no obligation for Vitality to upgrade the cover.

In response to the provisional decision, Mr H says that he could only act on the information that he was given. But there isn't anything he could have done differently to acquire London Cover at renewal.

He says he would have postponed the appointments with the neurologist until after renewal. However, as I hoped I sufficiently explained in my provisional decision, it is not the date of the appointments, or the open claim that solely matter here. The upgrade would also have been refused on the basis that there was an awareness of his daughter's existing symptoms and the probable need for treatment.

I remain very sympathetic to Mr and Mrs H's situation. They, of course, only want the best for their daughter. However, as neither party has provided any further substantive response, I see no reason to depart from the outcome I reached in my provisional decision. So, I'm sorry to disappoint Mr and Mrs H, but I am unable to uphold the complaint. I consider that Vitality has acted reasonably in refusing the upgrade of cover and in offering £50 compensation for distress and inconvenience.

### **My final decision**

My final decision is that I do not uphold the complaint. However, Vitality Health Limited should pay the £50 compensation now if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 12 December 2025.

Carole Clark  
**Ombudsman**