

The complaint

Mr C and Mr W complain because Vitality Health Limited hasn't paid the full amount of a claim under their private medical insurance policy.

What happened

Mr C and Mr W were insured under a private medical insurance policy.

Vitality authorised medical treatment for Mr W and emailed him confirmation of this. Vitality subsequently sent Mr W billing statements for treatment costs over the policy outpatient limit of £500.

Unhappy, Mr C and Mr W complained to Vitality, saying the online 'Care Hub' showed the treatment was covered. Vitality said the policy schedule outlined the £500 outpatient limit which Mr C and Mr W had chosen, and it had confirmed to Mr W that cover was subject to a £500 outpatient limit before any consultations or tests were conducted.

As Mr C and Mr W remained dissatisfied, they brought the matter to the attention of our Service. One of our Investigators looked into what had happened and said she didn't think Vitality had acted unfairly or unreasonably in the circumstances. Mr C and Mr W didn't agree with our Investigator's opinion, so the complaint has now been referred to me to make a decision as the final stage in our process.

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.

Mr C and Mr W have brought two complaints to us about Vitality. When making this final decision, I'm only considering the issues addressed in Vitality's final response letter of April 2025.

Vitality wasn't responsible for the sale of this policy. If Mr C and Mr W feel the policy was mis-sold, then they'd need to complain to the broker who they bought the policy from.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and must provide information to customers which is clear, fair and not misleading. I've taken these rules into account when making my final decision.

Mr C and Mr W's policy membership certificate clearly states they have chosen a benefit limit of £500 for outpatient cover. An email sent to Mr W on 20 March 2025 (the day the treatment was approved) also clearly states there is an outpatient treatment benefit limit of £500. As this email related to a claim for Mr W's medical treatment, I don't think it was unfair or unreasonable that the email was sent to Mr W alone. I wouldn't expect Mr C to be copied in on an email of this nature in these circumstances, unless he had specifically requested to be included in any written correspondence being sent to Mr W about his claim, which I can't see he had at that point.

The treatment dates outlined on the billing statements are all after 20 March 2025. But, even if the email wasn't sent until after the treatment took place, this wouldn't change my decision that Mr C and Mr W's policy schedule is clear about what the outpatient benefit limit is.

While I accept the screenshots Mr C and Mr W have provided from the online 'Care Hub' say treatment was covered and don't specifically mention the £500 limit, this doesn't mean no limit applies. All insurance claims are subject to terms, conditions, exclusions and limits and I don't think it would be possible or practical for every detail to be displayed on the 'Care Hub' claim screen. Overall, I don't think the online details are ambiguous and I don't think it's fair or reasonable to assume the 'Care Hub' sets out the full details of Mr C and Mr W's cover.

The fact that Mr W's treatment is always likely to have cost over £500 doesn't mean the limit doesn't apply. This limit was the one chosen by Mr C and Mr W and Vitality wouldn't generally be aware of the costs of treatment until it receives invoices from the relevant medical providers. So, I wouldn't expect Vitality to have done anything more in the circumstances.

Vitality's failure to provide call recordings didn't form part of Mr C and Mr W's original complaint. Our Service has no power to consider a complaint issue unless the business involved has been given the opportunity to comment on it first. If Mr C and Mr W are unhappy that Vitality hasn't provided them with call recordings, they'd need to make a complaint to Vitality about the matter in the first instance.

I'm sorry to disappoint Mr C and Mr W but I don't think Vitality has acted unfairly or unreasonably in the circumstances, so I won't be directing it to do anything further.

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 Mr C and Mr W to accept or reject my decision before 11 December 2025.

Leah Nagle
Ombudsman