

The complaint

Mr W complains about Vitality Health Limited's handling of his private medical insurance claim.

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.

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

- Vitality initially couldn't locate Mr W on its system when he wanted to make a claim. The adviser told Mr W it looked like he hadn't been added to the policy, and said he would put Mr W through to Vitality's admin team. Mr W ended the call at that point.
- The reason Vitality couldn't find Mr W's details was because it had the wrong date of birth recorded for him. This was put right when Mr W's wife called Vitality around an hour later. I don't know who was at fault for this. Vitality said the wrong date of birth had been given to it by Mr W's wife's employer, but they said that Vitality had made the error. Unfortunately, Mr W and his wife didn't notice the wrong date of birth had been recorded on their membership certificate.
- Regardless of who was at fault for this though, Mr W was covered under the policy and was named on the membership certificate. I think if he'd stayed on the line, this would have been confirmed by Vitality's admin team, as it was when Mr W's wife called Vitality. Mr W instead chose to make an appointment with a specialist and paid for this in advance, rather than try and resolve the matter with Vitality.
- That was Mr W's decision, but I don't require Vitality to pay for that treatment cost (or the later costs he incurred). He hadn't been referred by a GP and the specialist he saw wasn't recognised by Vitality, as required under the policy terms for a claim to be paid. Whilst I understand he was in pain and wanted to see a doctor, he'd spent less than three minutes on the phone to Vitality and didn't try and get the issue resolved with its admin team. If he had spoken to the admin team and Vitality still hadn't been able to find any record of him, I might've required Vitality to cover his treatment costs on a fair and reasonable basis. However, I don't think he gave Vitality a reasonable opportunity to find him on its system before he made the decision to seek treatment himself outside the terms of the policy.

I therefore don't uphold this complaint.

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 W to accept or reject my decision before 9 January 2024.

Chantelle Hurn-Ryan
Ombudsman