DRN-4557964

The complaint

Mrs R is unhappy that Vitality Health Limited declined a claim made on her private medical insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the 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.

Vitality has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

The relevant terms and conditions

The policy is underwritten on a moratorium basis and says:

> We don't pay claims for the treatment of any medical condition or related condition which, in the five years before your cover started:
>
> - you have received medical treatment for, or
> - had symptoms of, or
> - asked advice on, or
> - to the best of your knowledge and belief, were aware existed.
>
> This is called a 'pre-existing' medical condition.
>
> However, subject to the…terms and conditions, a pre-existing medical condition can become eligible for cover providing you have not:
>
> - consulted anyone (e.g. a GP, dental practitioner, optician or therapist, or anyone acting in such a capacity) for medical treatment or advice (including check-ups), or
> - taken medication (including prescription or over-the-counter drugs, medicines, special diets or injections)
>
> for that pre-existing medical condition or any related condition for two continuous years after your cover start date.

Under the policy, related condition means:

any symptom, disease, illness or injury which reasonable medical opinion considers to be associated with another symptom, disease, illness or injury. It could be deemed to be an underlying cause of, or directly caused by, another medical condition.

The decision to decline the claim

I know Mrs R will be disappointed but for reasons set out below, I'm satisfied that Vitality has fairly and reasonably declined her claim for a pacemaker.

- I'm satisfied that Vitality has reasonably concluded that the pacemaker related to a pre-existing medical condition.
- The medical statement provided to Vitality reflects that Mrs R was found to have bradycardia in 2019. An ECG showed a heart rate of less than 50 beats per minute. So, although it's reflected that she didn't show any symptoms at the time, she was aware of her low heart rate then and it's reflected that it was being monitored. I'm satisfied that was within the five years before cover started in December 2020, as stated on the certificate of insurance.
- The medical statement also reflects that Mrs R had seen a cardiologist in June 2022 who advised a follow up Holter monitor. The Halter monitor took place in January 2023, and it was revealed that Mrs R's heart rate was going down to less than 20 beats per minute which prompted an urgent referral for a pacemaker.
- Although the January 2023 appointment took place after two years from the date cover started, I'm satisfied that Mrs R had consulted a cardiologist for medical treatment or advice (including check-ups) in June 2022. So, I don't think by the time the pacemaker was fitted there had been two continuous years after the cover date during which Mrs R hadn't consulted anyone about her heart condition.
- From what's said in the medical statement, it was ultimately her lowering heart rate which resulted in the urgent referral for a pacemaker. I think Vitality has reasonably concluded that her low heart rate - which she first became aware of in 2019 - is a pre-existing medical condition as defined by the policy.
- When making this finding, I've taken into account Mrs R's consultant cardiologist's letter dated March 2023, reporting on progress since the pacemaker was fitted. The letter says: "even though bradycardia was pre-existing, the sinus pause is new". Mrs R has said this related to the Holter monitor reflecting that her heart stopped for several seconds during the night.
- However, I don't think Vitality has acted unfairly by linking the condition she was aware of in the five years before taking out the policy and the reason for the pacemaker being fitted in 2023. I think the fitting of the pacemaker was for the medical condition or related condition she knew existed in the five years leading to the policy taken out. And there hadn't been two continuous years of not seeing a medical professional about it.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 4 March 2024.

David Curtis-Johnson
Ombudsman