DRN-4645773

The complaint

Mrs M is unhappy that Vitality Health Limited has declined a claim she made on her private medical insurance policy ('the policy').

What happened

Mrs M took out the policy in early 2023 on a full medical underwriting basis. She'd previously been insured by Vitality under a group policy.

A few months later, Mrs M made a claim on the policy to cover treatment. She experienced severe abdominal pain and attended an Accident & Emergency department. Initially, it was suspected that she had acute appendicitis. Subsequently she was advised of a suspected gallbladder polyp and then pancreatic cyst.

Vitality relied on the following exclusion to decline the claim:

> Benefit will not be payable under this plan for:
>
> Any further investigations or treatment due to the condition described as abdominal pain and related conditions

I'll refer to this as 'the exclusion'.

The exclusion had been added to Mrs M's policy when it was taken out and it appears on the certificate of insurance.

Unhappy, Mrs M complained to Vitality about the claim being declined. And after Vitality maintained its position, she brought a complaint to the Financial Ombudsman Service. Our investigator didn't uphold the complaint. Mrs M disagreed so her complaint has been passed to me to consider everything afresh to decide.

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.

I have a lot of empathy for Mrs M's situation, and I know she'll be very disappointed but for the reasons I've set out below, I think Vitality has fairly and reasonably declined her claim.

- The GP form completed in October 2023 does say that there was no evidence of previous symptoms or signs of the condition being claimed for before the onset of sudden pain. However, I'm satisfied that the exclusion is clear; the policy won't pay for investigations or treatment due to the condition described as abdominal pain and related conditions. I'm satisfied that the medical evidence supports symptoms

started with severe abdominal pain and so, I'm persuaded that Vitality has fairly and reasonably relied on the exclusion to decline the claim.

- I've taken into account that the reason why the exclusion was added to the policy when it was taken out was due to Mrs M disclosing that she'd had abdominal pain and swelling around a year before applying for the policy. I've listened to the call recordings and Mrs M says she had pain in her side, and it was very tender. She says the pain was slightly off centre and she was concerned about ovarian cancer. She'd had heavy periods. She spoke to a doctor and no abnormalities were detected. The pain subsided on its own, so she thought it was likely a muscular issue. The medical evidence from around the time also refers to her having lower back aches and a bloating sensation.
- Mrs M says this issue and the issue she required medical treatment for in 2023 are unrelated and the as the exclusion refers to "further investigations or treatment due to the condition described as abdominal pain and related conditions", she doesn't think it's fair of Vitality to decline the claim.
- The medical evidence supports that the pain was in a different part of the abdomen. And I've also seen a letter from her consultant general surgeon dated December 2023 which says that the symptoms she required treatment for in 2023 (after the policy was taken out) "are unlikely to be related in any way to previous gynaecological investigations".
- I understand the points Mrs M makes but I'm not persuaded by them. I'm satisfied the exclusion applies to all claims which relates to a condition starting with or relating to abdominal pain. When taking out the policy, I'm satisfied that this was explained to her by Vitality's representative. They said that if a claim related directly to abdominal pain, because of the exclusion, she wouldn't be covered for it. So, I'm satisfied that the exclusion isn't restricted to claims relating to gynaecological issues.
- I know Mrs M says that Vitality has paid some medical costs. At her request, our investigator checked with Vitality and it confirmed that this had been paid in error. I accept this and by making this payment, I don't think it would be fair and reasonable to conclude that Vitality intended to cover the costs being claimed.

I've also considered whether it was fair and reasonable for Vitality to add the exclusion when the policy was taken out by Mrs M. Having considered Vitality's explanation and information from its underwriter, I'm persuaded in the circumstances of this case that Vitality acted fairly and reasonably when adding the exclusion, particularly given that the symptoms experienced by Mrs M before taking out the policy were relatively recent (around a year before the policy was taken out). The representative also said that the exclusion would be reviewable at the next policy renewal date which I think was fair and reasonable.

Having considered Vitality's call notes, I'm also satisfied that Mrs M was aware that consultations or treatment hadn't been authorised before Mrs M went ahead with the private consultation. I can of course understand why she wanted to see a consultant as soon as possible given her symptoms and concerns. Although Mrs M says she was confident she'd be covered, she also accepts that Vitality hadn't authorised anything by that stage and knew that Vitality was awaiting her self-referral form which wasn't received until May 2023 with her consent to access medical records. So, I don't think it would be fair and reasonable to hold Vitality responsible for any of the medical costs she incurred.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or

reject my decision before 10 May 2024.

David Curtis-Johnson
Ombudsman