

The complaint

Mrs G complains Vitality Health Limited unfairly declined her claim when she needed surgery.

Mr G brings the complaint on behalf of Mrs G. But for ease I will refer to all submissions as having been made by Mrs G herself.

What happened

Mrs G held a private medical insurance policy together with her husband, underwritten by Vitality. They've held the policy since January 2019.

The policy was taken out on a moratorium basis which means in the first two years of the policy there is no cover for the treatment of any medical condition that existed in the five years before the policy started. Once the policy has been in place for two years, Mrs G could claim for treatment of pre-existing conditions, if she'd had a trouble-free period of two consecutive years related to the condition after joining.

"The moratorium clause

We don't pay claims for 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 plan terms and conditions, a pre-existing medical condition can become eligible for cover providing you have not:

- *Consulted anyone [...] 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."

In October 2023, Mrs G contacted Vitality to make a claim. Within her claim form, she said she required removal of an obturator tape. She stated she was previously fitted with the tape in 2005 and this caused her no issues until 2021 when she began experiencing discomfort,

pain and urinary tract infections (UTIs) which were difficult to clear. She said she had started to experience UTIs for the first time in 2016 and 2018, but these would clear-up with medication and there was no suggestion these were caused by the tape.

The medical evidence

January 2022 – a letter from a Urogynaecology nurse specialist to Mrs G's GP states she was *"due to have a mesh removal procedure done due to recurrent urinary tract infections"*.

November 2023 – in a letter to Mrs G's GP, her treating Consultant Urological Surgeon advised he had discussed removal of the mesh with Mrs G. He said he had advised her removal of the mesh might not improve Mrs G's urinary tract infections and retention of urine could be the cause. On reviewing the results of an ultrasound and flow test, he said *"It may be that the residual is the cause of her infections but may be related to the mesh potentially causing obstruction"*.

December 2023 – Mrs G's GP completed a form supplied by the insurer. Under the sections for symptoms he stated *"recurrent UTIs"* from August 2022. And stated *"requires surgical removal of mesh. Will help to resolve recurrent UTIs"*.

January 2024 – in response to a request for information from the insurer, Dr A at Mrs G's GP surgery said *"It was not clear what the cause was for the recurrent UTIs until she was seen in a clinic by the mesh specialist who subsequently feels that the mesh in place can increase urinary tract infections and removal of the mesh will improve her symptoms"*.

February 2024 – a letter from Mrs G's treating Consultant Urological Surgeon said *"the trans-obturator tape was causing [Mrs G] pain. At operation it was found the tape was in the wrong position"*.

Vitality declined the claim in June 2024. It said the claim was not covered as the condition was pre-existing, and there hadn't been the required two year trouble-free period.

Mrs G complained. Vitality said it'd reviewed its decision but thought it had been correct to decline the claim.

Unhappy with the response, Mrs G brought her complaint to this service. An investigator here looked into what had happened and said they didn't think the claim had been unfairly declined.

Vitality made no comment on the investigator's view. However, Mrs G disagreed. In summary she said Vitality had misinterpreted the medical evidence. She said her UTIs were not linked to the tape. And since the removal, she has suffered with further UTIs.

So, the case has been passed to me 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.

The relevant industry rules say an insurer must handle claims promptly and fairly and shouldn't unreasonably reject a claim.

Firstly I should set out that if I haven't commented on a particular point in my decision, this doesn't mean I haven't considered it. I'm not required to comment on each and every point, but instead I'm concentrating on the main issues in the complaint. No discourtesy is intended by this; it simply reflects the informal nature of the ombudsman service and my role in it.

And I'll be concentrating on what has happened up until the point Vitality issued its final response to the complaint in August 2024. So I won't be commenting on any events or evidence after that date.

Having reviewed the evidence, whilst I'm very sorry to disappoint Mrs G, I'm not upholding this complaint. And I'll explain why.

Mrs G's claim was for a tape removal procedure, which she has said was necessary due to the tape causing her pain. However Vitality has said the procedure was required due to recurrent UTIs.

Mrs G's policy provides cover for the treatment of medical conditions. And as pain is a symptom rather than a condition, I think it's reasonable that Vitality looked to establish from the medical evidence, what the condition was that required treatment. And it concluded this was UTIs. So I've gone on to consider whether this was fair.

As shown above, Mrs G's medical reports make multiple references to the tape removal being linked to UTIs. Whilst I accept the evidence shows it wasn't certain that the tape was causing the UTIs, I'm satisfied the consultant stated the tape could have been the cause of the infections, and its removal may or may not improve them. And there were no other medical conditions stated within the reports as being linked to the need for removal of the tape.

Following the procedure, Mrs G's consultant provided a further letter stating that the tape had been found to be in the wrong position and had been causing pain. However there is no mention of any other medical condition in this letter to explain the need for the tape to be removed. And so this still doesn't persuade me that the procedure was required to treat a different condition from the UTIs covered in the earlier medical reports.

I've gone on to consider whether treatment of UTIs is covered based on the moratorium on Mrs G's policy.

The policy defines a condition which has existed in the five years prior to taking out the policy to be pre-existing. And it says pre-existing conditions are covered after two continuous years have passed with no treatment, advice, consultations, check-ups or medication.

Mrs G took out her policy in January 2019. So the five year moratorium covers January 2014 until January 2019. Her GP medical records show she was suffering with UTIs during 2016 and 2018. So I'm satisfied this condition existed during the five year period prior to taking out the policy. And it follows that I think Vitality has fairly deemed this to be a pre-existing condition.

The medical records show Mrs G suffered with UTIs again during 2019, 2021, 2022, 2023 and early 2024. So I'm satisfied it was fair for Vitality to say Mrs G had not had a two year trouble-free period in regard to UTIs, since her policy was taken out. And so it follows that I don't think Vitality acted unfairly in declining Mrs G's claim.

For completeness, I've also considered the purpose of the obturator tape to identify if there might be another condition linked to the need for its removal. The tape was originally fitted in 2005 to treat other serious conditions Mrs G suffered with. However I've noted Mrs G

continued to have regular check-ups related to the tape during the moratorium period and after. So I don't think I need to consider her other conditions any further, as Mrs G has not had a two year trouble free period, as required by the policy terms.

My final decision

For the reasons I've given, it's my final decision that I do not uphold this complaint. And I make no award against Vitality Health Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 9 April 2025.

Gemma Warner
Ombudsman