

The complaint

Mr A complains that Vitality Health Limited has unfairly declined to cover treatment under his private medical insurance policy.

What happened

Mr A has the benefit of a private medical insurance policy through his employers. This is insured with Vitality.

In early 2024, Mr A was suffering from chest pain and needed to be referred to a consultant for diagnostic tests and treatment. This was authorised by Vitality. He was further referred to other consultants, including a consultant cardiologist (Dr G) and a specialist in cardiovascular medicine (Professor L) due to his raised blood pressure, also known as hypertension, which was not under control at that time.

In July 2024, Vitality made Mr A aware that it considered his hypertension to be a chronic condition and that the policy doesn't provide cover for the monitoring and maintenance of such conditions. Therefore, it wouldn't be able to provide cover for this condition in the future – although it did agree to two further consultations with Professor L to help bring his blood pressure under control.

Mr A disagreed with this outcome and complained to Vitality. Vitality looked into the matter but maintained its position. It issued its final response in November 2024. As Mr A remained unhappy with this outcome, he brought his complaint to our service.

Our investigator looked into Mr A's complaint but didn't think this should be upheld. She found that it was reasonable for Vitality to consider this as a chronic condition.

Mr A didn't agree with our investigator's opinion. He said that the treatment with Professor L was just to get his blood pressure under control before more tests could take place to further investigate the source of his heart condition. As no agreement could be reached, the matter 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 above is intended to provide just a brief summary of the situation. It's clear Mr A feels strongly about the matter and has provided detailed correspondence in support of his complaint. I'd like to assure Mr A that I have indeed considered everything when reaching my decision. However, it is important to point out that we are an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of this complaint rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr A. Rather it reflects the informal nature of our service, its remit and my role in it.

The policy terms and conditions

Vitality has said that Mr A's condition would now be considered as a chronic condition. The policy terms and conditions say the following:

Chronic (long-term) conditions

It is important to understand that private medical insurance is designed to cover treatment for curable (acute) conditions. It does not usually cover long-term treatment of chronic conditions where the purpose of that treatment is primarily just to keep the symptoms under control. Unfortunately, the cost of covering treatment of such conditions would make private medical insurance prohibitively expensive. This information is designed to help you understand more about what we mean by chronic conditions and when we will and will not cover treatment of these.

What is a chronic condition?

A 'chronic condition' is a disease, illness, or injury that has at least one or more of the following characteristics:

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests*
- it needs ongoing or long-term control or relief of symptoms*
- it requires your rehabilitation or for you to be specially trained to cope with it*
- it continues indefinitely*
- it has no known cure*
- it comes back or is likely to come back.*

Your plan covers the cost of treatment for acute conditions. These are conditions that respond quickly to treatment which aims to return you to the state of health you were in before suffering the condition, or which leads to your full recovery.

However, there are certain medical conditions that can end up needing regular consultations and treatment over a long period of time. These are the kinds of conditions which we, and the medical profession, usually refer to as chronic conditions. We will normally not cover treatment of a chronic condition if the purpose of the treatment is just to control the symptoms.

I think that the above information makes it clear that Vitality won't provide cover for a condition which is ongoing and where there is a need for monitoring to ensure that the condition is controlled.

Is Vitality's decision to refuse to cover further treatment fair and reasonable?

In a letter dated 25 November 2024, Vitality stated that it would no longer provide support for Mr A's heart disease caused by high blood pressure as it viewed the requested treatment to be monitoring and management of a chronic condition.

I do need to make it clear that I'm not a medical professional and so, to reach any decision on Mr A's medical situation at the time, it is necessary for me to rely on the information from those medical experts he has consulted with, along with the medical opinions obtained by Vitality.

I can see that in a letter dated 16 July 2024, Professor L lists the diagnosis as being primary hypertension and goes on to describe that investigations have shown Mr A has moderate-severe left ventricular hypertrophy (LVH) along with a gene mutation. So, this letter suggests that Mr A has been given a diagnosis of primary hypertension which has caused the LVH.

In a letter dated 25 July 2024, Professor L states that Mr A was tolerating his current medication and demonstrating a downtrend in blood pressures. Professor L says he will review Mr A again in September 2024.

I've also seen a further letter from Professor L, which is undated. In this correspondence, Mr A is described as currently undergoing investigation and treatment for hypertension with severe hypertensive heart disease. This letter refers to the need to achieve blood pressure control and maintaining this at the target.

I've thought about this carefully. From the medical information I've seen, Mr A has been given a diagnosis of hypertension and the treatment he required related to the ongoing management of that condition. And it is the hypertension which appears to be the cause of the LVH. I'm satisfied that this would be considered a chronic condition, based on the definition in the policy terms and conditions. Therefore, I'm not persuaded that Vitality's decision to consider this condition as chronic and to refuse to cover further treatment is unfair. I note that Vitality did agree to two further consultations with Professor L to give Mr A time to transfer his care of this condition to the NHS should he wish to do so.

Mr A has said that while his referral to Professor L was to bring his blood pressure under control, the underlying condition hasn't been diagnosed and therefore further treatment should be covered. He said that Vitality was made aware in March 2024 that Dr G wanted to repeat the MRI and DPD scans in order to get a full diagnosis.

I've seen the letters which Mr A is referring to. I have noted that Dr G has referred to repeating the scans. However, these letters don't appear to give any details which suggests they were required to investigate the cause of the condition. And the correspondence from Professor L, which were dated several months after that from Dr G, confirms that a diagnosis has already been given to Mr A's condition, so there doesn't appear to be a need for any further investigations into the condition.

Vitality has also stated that the investigations requested appear to still be for monitoring symptoms and not actively treating or diagnosing the condition. And that seems reasonable, based on what I've seen. So, I don't require Vitality to do anything further at this point. However, should Mr A have further medical evidence which he feels supports the need for Vitality to cover further investigations, he should refer this to Vitality.

My final decision

For the reasons stated above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 May 2025.

Jenny Giles
Ombudsman