

## **The complaint**

Mr G is unhappy that Vitality Health Limited (Vitality) declined to remove a medical condition exclusion on his private medical insurance policy.

## **What happened**

Mr G has a private medical insurance policy with Vitality.

An exclusion has been applied to Mr G's policy for any further investigations or treatment due to any disorders of both knees and related conditions.

Mr G asked Vitality to review the exclusion applied to his policy. In September 2024, after a review, Vitality confirmed that the exclusion couldn't be removed. Vitality explained this was because of Mr G's medical history and the recent treatment he'd had. Mr G provided new medical evidence from his GP and said that Vitality should remove the exclusion based on this. The new evidence was reviewed but Vitality maintained its position not to remove the exclusion.

Unhappy, Mr G brought his complaint to this service. Our investigator didn't uphold the complaint. She didn't think Vitality has unfairly declined to remove the exclusion on Mr G's policy and didn't think Vitality needed to take any further action.

Mr G disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

## **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.

At the outset, I confirm that I can only look at the complaint about Vitality declining to remove the exclusion on Mr G's policy. I note Mr G has raised further points in his response to our investigator's findings. However, I can't consider these additional points as they do not form part of this complaint.

The key issue in dispute is that Mr G wants the exclusion for his knees and related conditions to be removed. So, I'll focus on whether Vitality has reviewed the medical evidence fairly and its decision to apply the exclusion.

Mr G's policy terms and conditions state that personal medical exclusions can be reviewed in the future. It also states that any personal medical conditions won't be renewed or removed where the condition is chronic.

On 6 September 2024, Vitality reviewed Mr G's medical exclusion applied on the policy for his knees. The underwriter said as the condition was considered to be chronic, it was unlikely it would ever be reviewed.

Vitality reviewed the new medical evidence Mr G provided in November 2024. I've

considered this. The GP stated there's reference made to osteoarthritis in May 2011 from an MRI scan. I note Mr G's concern that his GP didn't think he had been diagnosed with osteoarthritis in his knees. So, he didn't think it was fair for Vitality to apply an exclusion to any disorders or treatment to both knees.

Vitality's underwriter reviewed the medical history and provided a response. He said the exclusion was applied due to the following information from Mr G's medical history:

*'The exclusion applied for 'any disorders of both knees and related conditions' is in line with our clinically produced underwriting guidelines and would have been applied for any one of a number of the circumstances applicable to your knees in the three years prior to joining Vitality. These include, but are not limited to:*

- *The presence of the meniscal tears*
- *Any ongoing symptoms (particularly in the context of previous treatment such as physiotherapy and injections not working)*
- *The administering of any kind of injection - more so if these do not resolve the symptoms*
- *The prospect of further treatment or advice being required (e.g. further injections or consultations with a specialist)*

*Any one of the above would have led to the same outcome - in your case each is applicable. I will draw your attention to the fact that the presence of the osteoarthritis is not, in and of itself, the reason why the exclusion was applied (though it does add to the cumulative picture).'*

So, whilst I understand Mr G's concerns, it's clear that Vitality has reviewed the new evidence and not applied the exclusion without first considering Mr G's overall medical history. And it's clear that the exclusion hasn't been applied only because of osteoarthritis. Vitality said Mr G has a significant and ongoing history of knee issues and this led to the exclusion being applied. So, the exclusion covers any condition related to the knees.

I've also considered the new medical evidence from the GP to see whether it was fair for Vitality to apply the exclusion to both knees. The GP provided a copy of a letter from Mr G's orthopaedic surgeon from August 2020. This refers to a bilateral medial knee pain and a medial meniscus tear and considerable discomfort in the knees. Mr G has experienced recurring pain in both knees, sought medical advice and has received treatment. Further evidence suggests that Mr G had more recent problems with his knees; he'd had surgery in his left knee and physiotherapy for both knees.

Having carefully considered Mr G's complaint, I think Vitality reviewed the new medical evidence fairly. It referred the evidence to an underwriter and the reasons for excluding treatment of and further investigations for disorders to both knees have been explained. So overall, I don't think Vitality has acted unfairly in the circumstances and I'm not persuaded that it should review the exclusion again. It follows therefore that I don't think Vitality needs to do anything further.

### **My final decision**

My final decision is that I don't uphold Mr G's complaint about Vitality Health Limited.

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

reject my decision before 11 June 2025.

Nimisha Radia  
**Ombudsman**