

The complaint

Mrs F is unhappy that Vitality Health Limited ('Vitality') declined a claim made on a worldwide travel insurance policy linked to a private health insurance policy.

All reference to Vitality includes its agents.

What happened

I issued a provisional decision in April 2025 explaining why I wasn't intending to uphold Mrs F's complaint. An extract is set out below.

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Based on what I've seen and for reasons set out below, I'm currently satisfied Vitality has acted fairly and reasonably by declining her claim for medical costs incurred whilst abroad (in excess of £9,000).

- Vitality has an obligation to handle claims fairly and promptly. And it mustn't unreasonably decline a claim.
- The policy terms contain exclusions which reflect (amongst other things) that Vitality won't pay for "claims arising from circumstances which could reasonably be foreseen before you arranged or started your holiday... This includes claims for treatment abroad for a physical or mental condition that you had before the start of your holiday...where it would have been reasonable for you to first seek medical advice about whether or not you should travel and it is likely that, had you done so, you would have been advised not to travel". I'll refer to this as "the exclusion".
- I'm satisfied that it's for Vitality to establish on the balance of probabilities that it has fairly relied on the exclusion to decline the claim.
- From the medical evidence I've seen, Mrs F had been experiencing issues with her back for some time before going abroad, including pain and discomfort. A few weeks before the holiday she'd attended a surgical pre-assessment and her consultant said that as Mrs F's reported symptoms had changed and there was no longer a need for surgical intervention at the time.
- In its final response letter dated May 2024 Vitality says it had no evidence to confirm that Mrs F had discussed a long-haul trip with her GP or consultant. And given the circumstances it says it would've been reasonable for Mrs F to first seek medical advice about whether or not she should travel.
- After the date of the final response letter Mrs F's GP provided a letter dated June 2024 to say that Mrs F had not travelled against medical advice when she went on her trip in February 2024 and to their knowledge wasn't incapacitated due to medical reasons between October 2023 and February 2024. However, this doesn't give any insight into whether, had Mrs F sought medical advice whether she should take a

long-haul flight, she would've been advised that this was OK. Further, this letter doesn't say whether the GP was in regular contact with Mrs F during this time or that they were aware of the treatment plan and advice received from the consultant orthopaedic & spine surgeon she'd been seeing ('the consultant')

- The consultant said to Vitality in June 2024 that at an appointment at the end of January 2024 lifestyle changes were explained to Mrs F including that she should minimise long hours of sitting and minimise long journeys.
- Mrs F says she was told by the consultant to carry on with her usual life and they encouraged her to take a break, which was what she did - to go visit family abroad. That's not reflected in the consultant's email to Vitality. But even if that was the case, there's no evidence to suggest that the consultant agreed (or would've agreed, if been made aware) that a long-haul flight in excess of ten hours would be suitable.
- Given Mrs F's recent history of back pain (which the consultant's letter dated October 2023 says her pain intensity could reach ten out of ten), that she had originally been scheduled for surgery and the close proximity between the time of the lifestyle advice received from the consultant and going abroad, I'm satisfied that Vitality has fairly and reasonably concluded that it would've been reasonable for her to first seek medical advice whether or not she should travel such a long distance (and flight duration). And that had she done so, on the balance of probabilities, she would've been advised not to travel so far at the time.
- When making this finding I've taken into account the handwritten letter from a doctor Mrs F saw for some energy therapies shortly after she arrived in the country she'd been visiting. That reflects that in their view, Mrs F was fit to travel in February 2024.
- However, I've placed more weight on the lifestyle advice given to Mrs F by the consultant at the end of January 2024. Had Mrs F consulted them before going on holiday in February 2024, given the advice to minimise long hours of sitting and long journeys only a few weeks before, I'm satisfied that they would've most likely advised against travelling to the country she visited.
- When provisionally deciding this case, I've taken into account that the operation Mrs F underwent in the country she'd visited was different to the one that was due to be carried out in the UK (but was subsequently cancelled). I've also taken into account Mrs F's stance that she'd been misdiagnosed by the consultant. However, the pain she experienced whilst abroad occurred in the same part of the body, with not dissimilar symptoms to those she'd experienced previously. And in any event, I'm considering what would've most likely happened if Mrs F had sought medical advice about whether she should travel long distance by plane before going away, as I'm satisfied Vitality has reasonably concluded that she should've.
- Further, with reference to Mrs F's condition once she was in the country she'd visited, Vitality's medical team has said: "her symptoms may have changed/worsened...various factors may have contributed to this e.g. sitting for long periods such as a long-haul flight may have changed, exacerbated her pain...but her MRI scan results in the UK and [the country she visited] are not substantially different". In the absence of medical evidence to the contrary, I accept that was the case.
- Mrs F was aware that Vitality had decided not to cover the costs of medical treatment abroad, if she went ahead with spinal surgery. So, I don't think it would be fair and

reasonable for Vitality to cover the claim outside the policy terms.

- I've also considered that Vitality had agreed to cover the cost of Mrs F's back operation in the UK (before it had been cancelled) and Mrs F's point that having the operation abroad has potentially saved Vitality money. However, I don't think it would be fair and reasonable for me to conclude that because of this Vitality should cover Mrs F's medical costs abroad. The operation in the UK was due to be undertaken by a recognised consultant of Vitality.
- Vitality also sought to decline the claim for other reasons, including that the treatment Mrs F sought abroad didn't amount to emergency medical treatment covered under the policy and that treatment could've reasonably waited until she returned to the UK. However, I don't intend to make any finding on that issue because I'm currently satisfied that Vitality has fairly and reasonably relied on the exclusion to decline the claim.

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I invited both parties to provide any further information in response to my provisional decision.

Vitality initially provided nothing further for me to consider. Mrs F disagreed with my provisional decision and raised several points in reply.

Thereafter, I wrote to the parties explaining that I also intended to address the concerns raised by Mrs F about the service she received from Vitality whilst abroad. And why I intended to find that compensation in the sum of £100 already offered (but not paid) was fair and reasonable.

Mrs F replied giving her reasons why she felt a higher compensation amount would be fair. Vitality replied saying its agents had always been happy to provide £100 compensation so a direction from the ombudsman wasn't needed. It also provided a copy of the final response which had been sent to Mrs F in June 2024 addressing service issues.

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.

That includes the submissions made by Mrs F in response to my provisional decision. I'm thankful for the further information received but I'm not going to respond to each point made. I hope Mrs F understands that no discourtesy is intended by this.

Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

I can understand Mrs F's strength of feeling and can see that Vitality's decision to decline her claim has greatly impacted her. I have a lot of empathy for her situation.

However, I'm satisfied that there's no compelling reason for me to depart from my provisional findings. I'll explain why.

- I'd considered many of the points Mrs F has made in response to my provisional decision when provisionally deciding her complaint.
- I remain satisfied that the consultant advised Mrs F around January 2024 (before she booked her long-haul trip in February 2024) that she should minimise sitting for many hours and long journeys. Mrs F says this has been taken out of context and she booked a business class flight so was able to lie down. However, given her recent medical history, I'm satisfied that Vitality has fairly concluded that Mrs F reasonably ought to have sought medical advice as to whether she was fit to fly long distance. And I'm satisfied on the balance of probabilities that if she had sought advice from the consultant – given the lifestyle advice she received shortly before booking and going on her trip – she would've been advised not to travel.
- Further, although Mrs F was working (which involved her sitting at a computer) and aspects of her lifestyle hadn't changed because of her condition, I don't think that means that she would've been deemed medically fit to take a long-haul flight shortly before booking her trip.
- Mrs F hasn't provided any evidence from the consultant to support that they were aware (and had encouraged her) to book the trip to the country she travelled to – or that in their opinion, Mrs F was fit to travel long-distance – despite the lifestyle advice she was given.
- I've taken into account the reasons put forward by Mrs F explaining why she thinks the consultant may not have responded to her correspondence but provided additional information to Vitality, including that they were looking to protect their own interests as Mrs F says they'd misdiagnosed her condition. However, I've got no reason to doubt that the additional information was given in good faith and accurately reflected the discussion with Mrs F at their January 2024 appointment.
- The consultant may not have known or suspected that Mrs F would need further treatment abroad (and Mrs F may not have known that she would need treatment on her back whilst abroad). However, the exclusion relied on is for claims arising from circumstances which could reasonably be foreseen before Mrs F arranged or started her holiday, including claims for treatment abroad for a condition that she had before the start of the holiday (and where it would've been reasonable for Mrs F to first seek medical advice about whether or not she should travel).
- Mrs F had been receiving treatment for her back, been in pain, had been advised to minimise sitting for long hours and avoid long journeys. So, in the absence of any further medical evidence to the contrary, I'm satisfied it's fair to conclude that it could've been foreseen that taking a long-haul flight in those circumstances could make her condition worse and so Mrs F reasonably ought to have sought medical advice about whether she should travel long-distance. And had she done so, I think it's likely on the balance of probabilities that she would've been advised not to travel.
- When making this finding, I've taken into account the other available medical evidence. I've explained in my provisional decision why I've placed more weight on the evidence provided by the consultant.

So, for these reasons, and for reasons set out in my provisional decision (an extract of which appears above and forms part of this final decision), I'm satisfied that Vitality has acted fairly and reasonably by declining the claim.

Vitality did offer £100 compensation as it accepts Mrs F should've received better service whilst abroad when seeking to have her medical treatment there covered. I'm satisfied that I can determine this point as part of this complaint as a final response was issued in June 2024 addressing the service issues.

I've carefully considered the points Mrs F has made and I accept that this would've caused Mrs F upset, frustration and inconvenience at an already difficult time for her. However, I'm satisfied £100 compensation fairly reflects the distress and inconvenience she experienced as a result of Vitality's agents not explaining certain processes to her whilst abroad and unnecessarily directing Mrs F to Vitality would've unnecessarily confused matters.

Although there were delays by Vitality obtaining medical information from her GP, I don't think I can reasonably hold Vitality responsible for this. From what I've seen, it wasn't responsible for those overall delays, and it was proactively trying to obtain information from her GP surgery.

My final decision

Vitality Health Limited has already made an offer to pay £100 compensation to Mrs F. I think this offer is fair in all the circumstances.

So, my decision is that Vitality Health Limited should pay Mrs F £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 11 July 2025.

David Curtis-Johnson
Ombudsman