DRN-5783198

The complaint

Mrs D complains about Vitality Health Limited's decision to turn down her private medical insurance claim.

What happened

On 1 April 2024, Mrs D joined her employer's private medical insurance policy with Vitality. This was on a moratorium basis, which meant that Vitality wouldn't cover any pre-existing conditions from the last five years.

In October 2024, Mrs D made a claim for an abnormal heartbeat. Vitality assessed the claim but concluded that Mrs D's symptoms predated the start of the policy and therefore fell within the moratorium. So, it turned down her claim. Unhappy with this, Mrs D brought a complaint to this service.

Our investigator recommended the complaint be upheld. He didn't agree with Vitality that Mrs D's claim fell under the moratorium. He recommended Vitality accept the claim and said that if Mrs D had paid for her treatment, then Vitality should reimburse her for this, plus interest. He also thought Mrs D had been caused inconvenience due to Vitality's decision to turn down her claim, and recommended it pay her £100 compensation.

I issued a provisional decision on 11 August 2025. Here's what I said:

'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The policy describes the moratorium clause as follows:

'We don't pay claims for the 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.'

The policy definition of 'treatment' is 'surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a disease, illness or injury'.

The policy definition of 'diagnostic tests' is 'investigations, such as X-rays or blood tests, to find or to help to find the cause of your symptoms'.

After Mrs D had told Vitality she wanted to make a claim for abnormal heartbeat, they asked her and her GP to complete a claim form.

In the claim form, Mrs D explained she had experienced chest pain and increased discomfort. She said she had visited Accident & Emergency (A&E) and had a possible heart condition. She explained she had been referred to cardiology.

Mrs D's GP completed their section of the claim form. They were asked to describe Mrs D's symptoms and signs for her claim for abnormal heartbeat. The GP said Mrs D had experienced chest heaviness for approximately one year and the diagnosis was unknown for this. The GP also said she had experienced palpitations in October 2024 and attended A&E for this, and that she was having investigations under cardiology. The GP also confirmed that Mrs D had been diagnosed with hypertension (high blood pressure) in 2015 and was prescribed medication for this. The GP thought this may be related to Mrs D's palpitations.

I've also looked at the medical evidence.

When Mrs D attended A&E in October 2024, she described a history of chest tightness for over a year. She had gone to A&E as she had an episode of increased chest tightness, palpitations and shortness of breath. It was noted she had hypertension. Mrs D was discharged and advised to attend her GP to review her antihypertensives (treatment for hypertension).

Mrs D was then referred to cardiology and saw a consultant cardiologist (Dr R). He said that Mrs D had given a history of chest tightness over the last year or so, which occurred randomly. He said she experienced it quite frequently (three to four times per week, with it lasting two to three hours). He noted Mrs D said separately she was sometimes aware of palpitations when her heart was going fast. Though her smartwatch didn't detect arrythmia. Dr R wanted to do some investigations and arranged a CT coronary angiogram and echocardiogram.

Mrs D then received the results of her investigations in December 2024. The echocardiogram was normal, but the CT coronary angiogram showed a possible significant stenosis (narrowing) in the left anterior descending (LAD) artery. Dr R said it could be the cause of her symptoms and required further investigation. Dr R had spoken to Mrs D about this, and noted she was still getting symptoms of chest discomfort. Dr R thought this was possibly angina and asked her GP to prescribe her angina medication. He wanted to see Mrs D again for further investigations to assess her for ischaemia.

A week later, Dr R reviewed Mrs D. He noted she felt better after starting on the angina medication which had improved her chest pain. He recommended a coronary angiogram, and said that if the stenosis was severe, he would insert a stent at the same time.

Mrs D has told this service she had the coronary angiogram and the measurement taken to assess the severity of a coronary blockage was negative for ischaemia. She has quoted a statement which I assume was written by Dr R which says 'Therefore the…LAD stenosis is not functionally significant and there is no indication for intervention.'

In January 2025, Mrs D's GP wrote a letter. He said Mrs D had never presented to the GP practice with cardiac problems. He said she did present in October 2021 with symptoms of shortness of breath and mild abdominal pain with mild dysphagia after large meals. She was referred for an endoscopy but didn't have this. He said she presented again in July 2022 with further symptoms of sharp stabbing abdominal pain. Mrs D had a colonoscopy and upper endoscopy, but no abnormalities were found or cause for her symptoms.

<u>My conclusions</u>

Mrs D says she visited the doctor about palpitations, and this wasn't related to the chest

pains that she had previously been treated for, and which had been seen as a gastrointestinal issue.

It seems to me that the symptoms Mrs D's GP attributed to her undiagnosed abdominal problem were quite different to the later chest pain she described to Dr R.

Mrs D told Dr R in November 2024 that over the past last year or so, she had had frequent chest tightness occurring several times a week and lasting for some hours, as well as heart palpitations. This was different from the sharp stabbing abdominal pain that Mrs D had experienced in July 2022.

Also, Mrs D's chest tightness apparently started around November 2023. Therefore, the start of her chest pain began well over a year after she'd reported experiencing abdominal pain to her GP.

I'm not persuaded that Mrs D's chest pains which predated the start of the policy were unrelated to the condition that led to her claim. Dr R's evidence supports that the cardiac investigations he arranged, and that Mrs D wanted Vitality to cover, took place because of her chest discomfort over the previous year and which was still ongoing when he met her. Even if Mrs D's heart palpitations had begun after the policy start date, it seems this was only part of the picture.

I'm therefore satisfied it was reasonable for Vitality to conclude that Mrs D's claim was for a pre-existing condition that fell under the moratorium. I'm sorry to disappoint Mrs D but I find that it was reasonable for Vitality to turn down her claim.'

I asked both parties for any further comments they wished to make.

Mrs D didn't respond to my provisional decision.

Vitality accepted my provisional decision.

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.

As neither party has provided any further comments, I see no reason to change my provisional findings. I remain satisfied that it was reasonable for Vitality to conclude that Mrs D's claim fell under the moratorium and therefore turn down the claim, and for the same reasons as set out in my provisional decision.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 26 September 2025.

Chantelle Hurn-Ryan
Ombudsman