DRN-5982103

The complaint

Mrs R complains that Vitality Health Limited has turned down a claim she made on a group private medical insurance policy.

What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the main events.

Mrs R is insured under her employer's group private medical insurance policy. In 2023, she made a claim on the policy for revision total wrist replacement surgery, including a wrist prosthesis. Vitality concluded that given the nature of the surgery, it couldn't accept the claim unless there was a multi-disciplinary team (MDT) assessment. It also offered her the opportunity to undergo assessment with another orthopaedic specialist consultant I'll call Mr W. Ultimately, in December 2023, Mrs R underwent revision total wrist replacement surgery on the NHS.

As Mrs R was unhappy with Vitality's handling of that claim, another Ombudsman at this service considered her complaint. They issued a final decision in October 2024 which explained why they were satisfied Vitality had handled Mrs R's claim fairly.

In February 2025, Mrs R made a further claim on the policy so she could obtain a second opinion on her wrist. Vitality agreed to cover the cost of Mrs R seeing Mr W. Following an assessment, Mr W concluded that Mrs R needed further surgery. He stated that Mrs R's diagnosis was a '*failed (prosthesis) wrist replacement*.' So Mrs R asked Vitality to cover the cost of further surgery.

Vitality turned down Mrs R's claim. That's because it said the policy specifically excluded claims for treatment of complications which arose from procedures it hadn't covered. The evidence from Mr W indicated that Mrs R required surgery due to the failed (prosthesis) wrist replacement, which had taken place on the NHS. So Vitality concluded the claim wasn't covered by the contract terms.

Mrs R was very unhappy with Vitality's decision and she asked us to look into her complaint. In brief, she didn't think the overall medical evidence suggested that the prosthesis had failed. Instead, she felt the evidence showed the surgery had failed due to tendon issues. She also questioned whether the original surgery would have been covered had she been under the care of Mr W.

Our investigator didn't think Vitality had treated Mrs R unfairly. She thought it had been reasonable for Vitality to find that Mrs R's surgery wasn't covered by the policy terms.

Mrs R disagreed and so the complaint's 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.

Having done so, whilst I'm very sorry to disappoint Mrs R, I don't think it was unfair for Vitality to turn down her claim and I'll explain why.

First, I was sorry to hear about Mrs R's ongoing and very painful problems with her wrist. It's clear this has caused her a great deal of upset and it's clear this has been a very worrying time for her. I'd also like to reassure Mrs R that while I've summarised the background to her complaint and her submissions to us, I've carefully considered all she's said and sent us. In this decision though, I've focused on what I think are the key issues.

I must make it clear that this decision will only consider whether I think Vitality acted fairly and reasonably when it turned down Mrs R's 2025 claim. That's because, as I've said, another Ombudsman has already issued a final decision about Vitality's handling of Mrs R's 2023 claim. So it wouldn't be appropriate for me to comment on that claim further.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles and guidance, the policy terms and the available medical evidence, to decide whether I think Vitality handled Mrs R's claim fairly.

I've first considered the policy terms and conditions, as these form the basis of the insurance contract. It's clear that the contract does provide cover for surgical costs, amongst other things, and I can also see that Vitality has already covered the costs of Mrs R's consultations with Mr W.

However, the policy also sets out a list of events Vitality has specifically chosen not to cover. This includes the following:

'*Treatment for complications arising from medical conditions or treatment not covered by us...'*

I think the policy terms set out in a clear way that Vitality won't pay claims for the treatment of complications which have arisen because of past treatment it didn't cover. Vitality concluded that Mrs R's claim was caused by the failure of the total wrist replacement surgery she'd undergone on the NHS. And that therefore, the claim was specifically excluded from cover. So I've gone on to explore the available medical evidence to decide whether I think this was a fair conclusion for Vitality to reach.

It's important I make it clear that I'm not a medical expert. It isn't my role to interpret medical evidence to reach a clinical judgement and it would be inappropriate for me to do so. Instead, I have carefully considered the available medical evidence to decide whether I'm satisfied it was reasonable for Vitality to rely on it to decline Mrs R's claim.

Mrs R saw Mr W – her treating specialist - in February 2025. A handwritten note from Mr W made at that time stated *'(name of prosthesis) not functioning due to soft tissue function.'*

The clinic letter drafted by Mr W following that appointment stated that following Mrs R's 2023 surgery, her wrist had been placed in plaster. The letter stated:

'When the plaster was removed, it became apparent that the wrist wanted to tilt ulnarwards. That ulnar tilt has increased since then. You find this uncomfortable and awkward…
X-rays in May 2024 and then in December 2024 show progressive ulnar tilt.'

Mr W indicated that he intended to speak to colleagues about the best option to treat Mrs R's wrist problem.

And following a further review in April 2025, Mr W provided a further clinic letter. He stated that Mrs R had a diagnosis of *'failed (prosthesis) wrist replacement.'*

Vitality referred the medical evidence to its medical affairs team so it could consider Mrs R's claim. I find this was a reasonable and appropriate step, which indicates that Vitality gave fair consideration to the claim. Mrs R's treating consultant – who'd had the opportunity to assess Mrs R– diagnosed her with a failed (prosthesis) wrist replacement and stated that the prosthesis wasn't functioning. He also referred to Mrs R's wrist having been tilted since the plaster she'd been wearing following the 2023 surgery had been removed.

Taking into account the totality of Mr W's evidence, I don't think Vitality acted unfairly when it concluded that Mrs R needed surgery to treat a complication of her previous total wrist replacement surgery. And it's also clear that Mrs R's total wrist replacement surgery hadn't been covered by Vitality – as it had been carried out on the NHS.

I am very sorry to disappoint Mrs R, especially as I appreciate she can't undergo the surgery she needs locally under the NHS. But based on the evidence, I don't find it was unfair or unreasonable for Vitality to rely on the exclusion to turn down Mrs R's claim.

Mrs R feels Mr W worded his clinic letter poorly. However, I think it was reasonable for Vitality to rely on the medical evidence it was sent. If Mrs R feels Mr W made an error or didn't properly explain her diagnosis, it's open to her to raise this directly with Mr W.

It's also clear that Mrs R has queried whether Vitality would have paid her original claim had she been under the care of Mr W, given it had provided her with the option to see him ahead of her 2023 surgery. However, Mrs R didn't undergo surgery under Mr W. She chose to undergo surgery on the NHS. And it remains the case that Vitality would still have required Mrs R's claim to be assessed by an MDT even if she had been under Mr W's care before it could confirm cover. So Vitality can't say with certainty whether or not her 2023 surgery would have been covered. I don't think this was an unreasonable position for Vitality to take.

Mrs R has asked too why Vitality didn't indicate upfront that her claim wouldn't be eligible and it had allowed her to travel some distance to see the consultant. But I don't think it was unfair or inappropriate for Vitality to agree for Mrs R to obtain a specialist opinion on the cause of her symptoms or to review the outcome of the consultations with Mr W in order to make a decision on her claim.

Overall, despite my natural sympathy with Mrs R's position, I don't find Vitality handled her claim unreasonably or treated her unfairly. And therefore, I'm not telling it to do anything more.

My final decision

For the reasons I've given above, 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 R to accept or reject my decision before 2 February 2026.

Lisa Barham
Ombudsman