DRN-5990311

The complaint

Mrs L complains about the decision by Vitality Health Limited to turn down her private medical insurance claim.

What happened

Mrs L holds private medical insurance cover with Vitality through her employer's group scheme. She asked Vitality to authorise private treatment which was surgical management of a miscarriage. Vitality turned down the claim as it said Mrs L's claim fell under a policy exclusion.

Mrs L complained to Vitality about its decision. She went ahead with the procedure on the NHS.

Vitality issued a final response to the complaint on 3 July 2025, and it maintained its decision to turn down the claim. Unhappy with this, Mrs L brought a complaint to this service.

Our investigator looked into things but didn't recommend the complaint be upheld. She thought Vitality's claim decision had been reasonable and in line with the policy terms.

Mrs L didn't accept our investigator's findings and so the matter has been passed to me for a 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.

I'd like to offer my condolences to Mrs L for her loss. I recognise that dealing with this complaint will have added to her upset at a time that was already very distressing.

Although I've only provided a brief summary above, I've carefully considered all of Mrs L's submissions to Vitality and this service. I don't intend to address every point she's raised – I don't mean any discourtesy by this; it merely reflects the informal nature of this service.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must not unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mrs L's complaint.

The policy sets out what is covered. It says the following under the benefit 'pregnancy complications':

*'**In-patient** and **day-patient treatment** at a **hospital** eligible under your plan for the following conditions and directly associated complications:*

…

- *miscarriage'*

The policy then refers to a different section ('Your benefits explained', under 'Pregnancy complications') for further information. That section says:

'No benefit is available for:
…

- *investigation and **treatment** of recurrent miscarriages.'*

Mrs L says she wasn't claiming for the investigation or treatment of recurrent miscarriages, she was making a request for the urgent surgical management of a single miscarriage.

The policy doesn't say what is meant by the word recurrent. Though I see that the NHS says a recurrent miscarriage is when this happens three or more times. Vitality's internal guidance reflects the same.

So, I think the intention of the policy is to provide treatment for a miscarriage, but if someone has three or more miscarriages, then treatment won't be provided.

I've noted Mrs L's point that she wasn't claiming for investigations into any potential underlying cause of her recurrent miscarriages (fertility investigations). The policy is clear that investigation into recurrent miscarriages is excluded. However, the policy does also say that there's no benefit available for treatment of recurrent miscarriages. As Mrs L let Vitality know she'd sadly experienced four miscarriages, I think it was fair for Vitality to conclude the exclusion applied to her claim and to turn it down.

I recognise my decision will disappoint Mrs L, but I don't uphold this complaint.

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 L to accept or reject my decision before 15 January 2026.

Chantelle Hurn-Ryan
Ombudsman