

IN THE [REDACTED]

Claim No: [REDACTED]

BETWEEN:

MS [REDACTED]

Claimant

-and-

[REDACTED]

Defendant

PARTICULARS OF CLAIM

INTRODUCTION

1. The Claimant brings this claim against the Defendant for unlawful discrimination contrary to the Equality Act 2010 ('EqA 2010') and for a breach of the Human Rights Act 1998 ('HRA 1998') by refusing, on or around [REDACTED] May 2025, to perform an orchidectomy scheduled for [REDACTED] May 2025. The Defendant made a further refusal on [REDACTED] July 2025 following a complaint by the Claimant, which was a further and separate act of discrimination.

THE PARTIES

2. The Claimant is [REDACTED] transgender woman. She has the protected characteristic of gender reassignment under section 7 of the EqA 2010. Being transgender is an "other status" for the purposes of Article 14 ECHR.

3. The Defendant is [REDACTED] [REDACTED], [REDACTED] [REDACTED] ('the Hospital'). [REDACTED]

[REDACTED]

[REDACTED]

FACTUAL BACKGROUND

4. The Claimant is a [REDACTED] transgender woman, [REDACTED]. She has experienced bilateral scrotal content pain since her early teens.

5. The pain has caused the Claimant significant problems throughout the last 3 decades. There are times when she is pain free. Often the Claimant describes the pain as being at a low level of approximately 3 out of 10. However, the Claimant's pain can surge to around 6-to-7 out of 10 on the righthand side and 5-to-6 out of 10 on the lefthand side. The Claimant avoids activities that exacerbate the pain, with driving, running and tucking the testicles being precipitants. However, [REDACTED].

6. The Claimant has been taking gender affirming hormones [REDACTED]. The Claimant has been referred to NHS Gender Services, however, there is a lengthy waiting list and therefore any further gender affirming treatment is not presently available to her.

7. On [REDACTED] December 2024 the Claimant met with [REDACTED], a consultant urologist at [REDACTED] in respect of her testicular pain. The Claimant had been referred to [REDACTED] by her GP, [REDACTED]. [REDACTED] wrote to the Claimant's GP on [REDACTED] January 2025, referring the Claimant to [REDACTED], consultant urologist surgeon and andrologist. [REDACTED] *"sees, chooses, and book [sic] patients at [REDACTED] in [REDACTED] for specialist input, as she has specialist interest in managing chronic testicular pain."* [REDACTED] discharged the Claimant from his clinic.

8. The Claimant had a consultation with [REDACTED] on [REDACTED] February 2025. A note of this meeting was dictated by [REDACTED] and typed up to be sent to

the Claimant's GP practice on February 2025. summarised the Claimant's circumstances and observed:

"Fertility is absolutely not a concern for [the Claimant]... She has previously had a vasectomy... We had a long discussion about pain management pathways and she presents an unusual situation as testicular preservation is just not a priority. We have decided to start with bilateral cord blocks as this will help guide further management and should hopefully give her some pain relief while we consider options. She is not interested in surgical pain management strategies such as cord block, but may wish to consider orchidectomy for pain. I said we will visit this after the cord blocks. She is happy with this plan and I have completed the necessary paperwork to arrange her cord block and she has been emailed over a consent form with some patient information leaflets attached."

9. On March 2025 the Claimant had bilateral spermatic cord blocks, performed by .

10. On March 2025, the Claimant had a telephone appointment with . note (typed up on March 2025) states:
"[the Claimant] had mixed result to the cord block. She had complete resolution on the left hand side and 80% pain decrease on the right hand side. Sadly both of these returned within 48 hours.

We talked about the options of further pain related surgery such as cord denervation or proceeding straight to orchidectomy. She understands that orchidectomy is irreversible. Fertility is not a concern as she had a prior vasectomy. She is a transwoman currently on testosterone blockers, so the benefit would be that she can likely reduce or stop these post-surgery. I will leave this to her Endocrinologist to monitor and decide. She is clear that there is no risk of detransitioning but understands that if this were the case she would need to go on hormone replacement if both testicles were removed.

She understands, most significantly, that there is only an 80% chance that the orchidectomy will cure her pain, she is still keen to proceed. We have talked about what the procedure entails. It would be a groin approach in order to capture more the nerve fibres supplying the testicle and scrotum. She has been emailed a procedure specific consent form with a patient information leaflet attached and I will add her to the waiting list for surgery here at [REDACTED]. She understands the recovery period afterwards and we will go over this advice on the day of her procedure.”

11. The surgery was scheduled for [REDACTED] May 2025, and the Claimant signed a form providing her informed consent for the Surgery.

12. On [REDACTED] May 2025, [REDACTED] held a telephone consultation with the Claimant.

[REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

13. On the same day (although typed on [REDACTED] May 2025) [REDACTED] dictated a letter to the Claimant's GP. This letter stated that *“we are unable to perform [the Claimant's] orchidectomy here at [REDACTED], as this falls under the purview of Gender Services, and is not part of our contract”*. She added that the Claimant *“was very disappointed to hear this and I do feel a great deal of sympathy as, from her perspective, this is a pain operation rather than gender affirming care”*.

14. On [REDACTED] May 2025, the Claimant filed a complaint with the [REDACTED] [REDACTED] Hospital, [REDACTED].

15. On [REDACTED] July 2025, [REDACTED] responded to the complaint (**‘the Response’**). The Response provided a different reason for the cancellation of the Claimant's surgery than that given by [REDACTED], namely that *“[REDACTED] ... has informed me that it is very unusual to remove both testicles, and she would not*

provide this as a treatment for pain for any patient. The removal of the testicles is not a guarantee of cure, therefore is a procedure of last resort, usually in the case of cancer or injury". That explanation is entirely inconsistent with

letter of May 2025. The response went on to provide a yet further and inconsistent explanation: "*I have also spoken to* –

He informed me that it is not usual practice in the NHS for bilateral orchidectomy to be performed in the case of pain management." Finally, added that the decision to cancel the Claimant's surgery was "*based on clinical reasoning*".

16. An entry in the Claimant's medical records (from her GP practice) for September 2025 confirms that "*unfortunately won't see this patient as it is not part of their contract and they have written to gender services to see if they can offer any support [...] they will reject referral as soon as we send it as does not fall under their criteria*"

PARTICULARS OF BREACH

EQA 2010

17. The Defendant subjected the Claimant to unlawful direct discrimination because of her protected characteristic of gender reassignment, in breach of section 13 of the EqA 2010 read with section 29(1) or (6) of the EqA 2010.
18. In providing healthcare services to the Claimant, the Defendant provided a service to the public or a section of the public for the purposes of section 29(1) of the EqA 2010. Alternatively, in providing healthcare services to the Claimant the Defendant exercised a public function for the purposes of section 29(6) of the EqA 2010.
19. The Defendant agreed to provide healthcare services to the Claimant, namely orchidectomy surgery for the management of her testicular pain (**'the Surgery'**). As such:
- (1) The Defendant scheduled the Surgery to take place on May 2025.

(2) On March 2025 the Claimant provided informed consent for the Surgery.

(3) The Surgery did not constitute gender affirming care and, as such, was within the range of urology services that Defendant could provide and be paid for under contract with an NHS body.

20. On or about May 2025 the Defendant cancelled the Surgery, thus determining the service/public function would not be provided. The cancellation of the Surgery amounted to less favourable treatment:

(1) The Claimant continues to experience severe pain.

(2) The Claimant has now been referred to the gender clinic instead. The gender clinic has a current waiting list of 6 years 9 months for a first appointment. The Claimant has been on the list (in order to access hormone treatment, which she currently receives privately), so she has approximately 17 months' wait before her first appointment. After this, the gender clinic protocol is that she will need to have a second appointment (for which the average wait is 4 months), be referred to endocrinology for hormone treatment, take hormones for 1 year, and then be referred to urology for surgery. It is likely, therefore, that the Claimant will have at least a 3 year wait before being considered for a urology referral .

21. The Claimant was treated less favourably because of her protected characteristic of gender reassignment.

(1) The letter dated May 2025 from to the Claimant's GP, stated that the Surgery "*falls under the purview of Gender Services*" which services are not part of the Defendant's contract.

(2) The Claimant was told by that "*the hospital isn't licensed for gender affirming care*".

(3) In her letter dated May 2025 to the said that the reason she had not been permitted to perform an orchidectomy was because the Claimant was "*waiting for gender affirming care*."

(4) This is confirmed in the Claimant's GP records for September 2025: see above at para 16. Only individuals with the protected characteristic of gender reassignment could qualify for Gender Services or be waiting for gender affirming care.

22. A cisgender man without the protected characteristic of gender reassignment who, like the Claimant, made an informed decision that he would have the Surgery for pain management purposes, would not have had such surgery cancelled because it was a "gender service".

23. If and to the extent the Defendant avers that the Surgery was cancelled for clinical reasons, because it would not be provided for any patient (per) or because it was a "*procedure of last resort*" () or "*not usual*" (), this is denied. Such purported reasons are inconsistent with: (i) original decision to provide the Surgery and its scheduling for May 2025; (ii) letter of May 2025, in which she confirmed that the surgery was a "*pain operation rather than gender affirming care*" and (iii) the information given to the Claimant's GP practice as recorded in the Claimant's GP record of September 2025.

24. Further or alternatively, the Defendant's decision dated July 2025 to dismiss the Claimant's complaint and refuse to perform the Surgery amounted to less favourable treatment because of the Claimant's protected characteristic of gender reassignment contrary to sections 13 and 29 of the EqA 2010.

HRA 1998

25. The provision of urological health care services for and on behalf of the NHS is a public function. When the Defendant provides such services, it acts as a public authority for the purposes of section 6(3)(b) of the HRA 1998.

26. The Defendant breached the Claimant's rights under Article 8 ECHR by refusing to undertake the Surgery, as communicated on May 2025 and July 2025:

- (1) There is a direct and immediate link with the Claimant's private life as her testicles are causing her significant chronic pain and limiting the activities she can pursue, including exercise.
- (2) The Surgery has a strong likelihood of resolving the Claimant's chronic pain and the Claimant has provided informed consent for the Surgery.
- (3) It has not been confirmed that the Claimant would be eligible for the Surgery under NHS Gender Services. Even if she is eligible, the delays in NHS Gender Services mean that the Claimant will continue to experience this pain for an extended period.
- (4) The reason given by the Defendant for cancelling the Surgery, namely that it is gender affirming care despite it being pain management treatment is discriminatory. As such, it is not in accordance with the law and not necessary in a democratic society.

27. The Defendant has discriminated against the Claimant in breach of Article 14 ECHR read with Article 8 ECHR as:

- (1) The claim falls within the ambit of Article 8 ECHR for the reasons set out above in respect of the breach of Article 8 ECHR.
- (2) Gender identity is an "other status" for the purposes of Article 14.
- (3) For the reasons set out above in respect of the particulars of breach of the EqA 2010 the Claimant has been treated differently than a cisgender man who made an informed decision to have the operation.
- (4) The Defendant is required to justify that differential treatment.

LIMITATION

28. The claims in respect of both decisions were brought within 12 months and are therefore within time under the HRA 1998. If the Defendant seeks to rely on a limitation defence in respect of the EqA 2010 claim regarding the decision made on or around May 2025, the Claimant will contend that an extension of time pursuant to section 123(1) of the EqA 2010 is just and equitable given: (i) the Claimant pursued an alternative remedy, namely the complaints procedure; (ii) much of the factual matrix underpinning the May 2025 decision must be

considered by the Court in addressing the July 2025 decision; (iii) the EqA 2010 claim raises similar legal arguments to the HRA 1998 claim (which are within time); and (iv) only a modest extension of time is required in any event if the Claimant is incorrect that the alternative remedy extends time.

PARTICULARS OF LOSS AND DAMAGE

29. As a consequence of the cancellation of the Surgery, the Claimant continues to suffer severe pain as particularised above at para 5. She has also suffered the indignity and distress of being subjected to discriminatory treatment because of her protected characteristic of gender reassignment in both decisions under challenge.

AND the Claimant claims:

- (1) Damages including damages for injury to feelings of £25,000;
- (2) A mandatory order requiring the Defendant to facilitate the Claimant's Surgery;
- (3) A declaration that the Claimant was subjected to unlawful direct gender reassignment discrimination by the Defendant;
- (4) Declarations that the Defendant failed to comply with the Claimant's rights under Articles 8 and/or 14 ECHR contrary to section 6 of the HRA 1998;
- (5) Monetary just satisfaction pursuant to section 8 of the HRA 1998;
- (6) Interest pursuant to section 69 of the County Courts Act 1984 on the amounts found due to her at such rate and for such period as the Court sees fit;
- (7) Costs; and
- (8) Such further relief as the Court sees fit.

SARAH HANNETT KC

OLLIE PERSEY

27 MAY 2026

STATEMENT OF TRUTH

I believe that the facts stated in these Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Dated:...27/05/2026.....