

The complaint

Mr D complains that Western Provident Association Limited ('WPA') has stopped paying benefit for a claim he made under his private medical insurance policy. To resolve his complaint, Mr D wants WPA to retract its decision and reinstate his benefit for a reasonable period going forwards.

What happened

Mr D is a member of a private medical insurance scheme with WPA. He had been in receipt of benefit under the policy since 24 March 2022 after suffering with elevated blood pressure, which led to diagnosis of a hypertensive disorder.

On 21 June 2024, WPA told Mr D that following a review of the claim, it considered the hypertensive disorder to be chronic. So, it would not be able to cover the cost of the claim from 21 August 2024.

At Mr D's request, WPA wrote to his treating consultant cardiologist, Dr V. However, despite Dr V refuting that Mr D's condition was chronic, WPA did not change its view that the benefit should discontinue, because there was no indication as to when Mr D's treatment would end. WPA said that the decision had been authorised by its chief medical officer ('CMO').

Mr D complained. On 17 December 2024, WPA rejected the complaint. It said that though it had considered the further evidence from Dr V, it was not prepared to change its decision that the benefit should cease – though it had extended the end date for the claim to include a further £1,042 Mr D had incurred for various tests and a consultation in November 2024.

WPA explained to Mr D that it was satisfied that his ongoing treatment for his hypertensive disorder amounted to a chronic condition, and cover could not continue since the policy terms didn't allow for it. WPA also said that it was important to recognise that the policy definition of a long-term (chronic) condition does not necessarily correlate with the medical term 'chronic' as used by a healthcare provider.

Mr D brought his complaint to this service, where it was reviewed by one of our investigators. He did not believe that WPA had acted unfairly in defining Mr D's condition as chronic, in its review of the medical evidence or by applying the policy terms relating to chronic conditions to Mr D's claim. He therefore didn't believe WPA had to take any further action.

Mr D disagreed and asked the investigator to reconsider his view on the complaint. He made considerable further written submissions, which I have read in their entirety – though I shan't repeat them verbatim here. He said, in summary:

- It remains his desired outcome for WPA to reinstate the benefit, as Dr V believes his hypertensive disorder can be resolved in the future.
- He is therefore happy for WPA to consult with Dr V in order to establish the length of that timescale.

- If WPA reopened his claim, it could also consider coverage for the related weight loss treatment he has been receiving from a different consultant, Dr H – as this is undertaken with the primary aim of addressing the hypertensive disorder.
- It is fair to state that Dr V hasn't expressly said that his condition no longer needed ongoing care.
- However, only conditions which require no treatment at all would fall outside of the wording of the chronic condition exclusion relating to ongoing monitoring and management.
- Accordingly, Mr D feels our investigator misapplied the policy wording.
- He disputes the interpretation of the word 'ongoing' in the policy terms.
- It seems to him that payment of the claim remains at the insurer's discretion, which isn't compatible with a contract of insurance.
- He appreciates Dr V did not give a timeline for discontinuance of his medication, but it could also be argued that WPA hasn't tried to establish any such timeline with him.
- Dr V has been forceful in his clinical opinion that Mr V's condition is not chronic, but WPA and the investigator have not properly considered that.

Our investigator reconsidered the complaint in light of Mr D's further submissions. However, he remained of the view that the complaint should not succeed. He said he thought WPA had behaved reasonably in its assessment of Mr D's circumstances, noting that Dr V had focused on improvement for Mr D rather than recovery – and there was no clear proposal for when Mr D's care (which had been ongoing for more than two years) might end.

Mr D said he still disagreed and wanted his complaint to be referred to an ombudsman. He said, in summary:

- In his view, the word 'ongoing' must be taken to mean *"in progress at a given point in time and liable to be in progress for the foreseeable future."*
- Otherwise, WPA is able to interpret the term literally, which permits it to refuse any claim whatsoever – because all live claims are ongoing at a given point in time.
- And if that is the case, Mr D questions if a contract of insurance even applies as there would be no contractual risk to WPA for any 'ongoing' condition.
- If the correct interpretation was used, then his claim wouldn't have ended.
- He feels the wording chosen by WPA to define a 'chronic condition' in the policy is unfair, as it permits WPA to ignore a qualified consultant who states that the condition is not chronic. Consequentially, he feels the policy terms ought to be amended.

WPA didn't have any further comments to make.

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've fully reviewed all the information before me, including the representations Mr D made after our investigator's assessment. However, in reaching my findings, I've focused on what I consider to be the central issues. I don't need to comment on every argument to be able to reach what I think is the right outcome in the circumstances. Our rules allow me to take this approach; it reflects the informal nature of our service, as a free alternative to the courts.

I also thank both parties for their patience whilst this matter has awaited an ombudsman's decision. Having reviewed this complaint carefully, though I realise my decision won't be

what Mr D has hoped for, I agree with the outcome reached by our investigator; that means I do not believe WPA needs to do anything further to resolve this complaint.

In summary, my findings are:

- It's important for me to point out that we do not act in the capacity of a regulator. That remit falls to the Financial Conduct Authority ('FCA'), where it may look at wider issues governing how businesses conduct their operations or exercise what may be commercial judgement on the provision of a particular service.
- I note that because Mr D would like this service to consider if the wording of the terms of his policy can be changed and this is not something I can consider.
- My role isn't to substitute my view for that of a business but instead, to determine if a business has acted fairly in all the circumstances of a complaint.
- In this case, I have considered that relevant regulatory rules require WPA to handle claims promptly and fairly and to not unreasonably reject a claim. Further, since WPA has terminated Mr D's claim after over two years, it is for it to show that the 'chronic condition' exclusion within the policy terms applies to Mr D.
- The policy says at section 1.1, *"The purpose of your Plan is to indemnify you for the cost of elective, short-term, eligible treatment for acute conditions. Your eligible treatment must be established treatment and provided with curative intent. Your Plan does not provide benefit for the long-term monitoring, management or treatment of incurable, prolonged or lifelong conditions"*.
- And under section 6 (*"What Is Not Eligible"*) of the policy terms it says, *"6.18 Your Plan provides benefit for short-term, not long-term, treatment of acute conditions; Your Plan does not provide benefit for treatment for conditions that keep on coming back or need long-term monitoring or management...; If your treatment becomes recurrent, continuing or long-term, the costs of treatment for this long-term condition – including monitoring, management, consultations and check-ups – and associated conditions will not be covered. We will write to let you know if this is the case"*.
- And finally, the policy defines a "long-term (chronic) condition" as *"a symptom, disease, illness or injury which has one or more of the following characteristics:*
 - *It needs ongoing or long-term (chronic) monitoring, consultations, examinations, check-ups and/or tests;*
 - *It needs ongoing or long-term (chronic) control or relief of symptoms;*
 - *It requires your rehabilitation or for you to be specially trained to cope with it;*
 - *It continues indefinitely;*
 - *It has no known cure;*
 - *It comes back or is likely to come back;*
 - *It can only be contained by repetitive treatment or medication"*.
- It is clear from the policy wording as to what WPA deems to be a chronic condition, and it is those terms it must apply to the medical evidence it has received regarding Mr D's ongoing treatment. I have considered if it was fair and reasonable for WPA to conclude that Mr D has a chronic condition under the terms – and I believe it was.
- I consider that WPA has acted fairly when interpreting the medical evidence supplied by Dr V. I understand he set out in his letter of 31 October 2024 that Mr D's condition

isn't chronic, but rather it is transient. However, in that same letter he says "*we would eventually [my emphasis] be able to discontinue his blood pressure medication*".

- And, in the letter of 10 October 2024, Dr V said "*management of his hypertension is complex as it has to be balanced against the dosage of his ADHD medication. He requires regular monitoring as many factors are involved in adjusting the dosage of both his ADHD medication and his antihypertensive medication. He has also been working extremely hard to lose weight, and having made some progress on this front, I am hopeful that we will be able to discontinue his antihypertensive medication in due course*".
- I don't accord with Mr D's view that the term 'chronic' is misleading or unclear. But in any event, the wording he refers to sets out that cover won't be provided for a condition that requires *either* ongoing or long-term monitoring, consultations, examinations, check-ups and/or tests.
- That Dr V said Mr D's medication will be discontinued in an unspecified timeframe does not alter that Mr D's hypertensive disorder has been classed by WPA as long-term given that it has met claims from Mr D for numerous consultations and diagnostic testing since March 2022. And I find it fair to conclude that a duration of over two years cannot reasonably be said to be short-term in the particular circumstances of this condition and its associated management.
- Up until WPA decided to apply the exclusion (and for three months beyond that date), Mr D has continued to require monitoring, consultations and testing. And he remained in receipt of medication for the condition. Consequently, WPA decided that Mr D's condition had become chronic, based on his claim history. I see no objective reason that it reached an unreasonable conclusion based on the medical evidence.
- I therefore find that it was reasonable for WPA to apply the chronic condition exclusion. It gave Mr D sufficient notice of its intention to withdraw cover, as I'd expect, and it went beyond the proposed withdrawal date by paying an additional claim for tests and a consultation to Mr D in November 2024.

My final decision

Despite my sympathy for Mr D's position, I cannot uphold his complaint. I find WPA to have acted fairly and reasonably when withdrawing cover for his hypertensive disorder and so I cannot ask it to do anything further. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 2 October 2025.

Jo Storey
Ombudsman