

The complaint

Mr P's complained that Assicurazioni Generali S.p.A, trading as Generali, unfairly declined his critical illness claim after he was diagnosed with multiple sclerosis.

What happened

In March 2022, Mr P joined his employer's critical illness scheme, which was operated by Generali. In June 2023, following his admission to hospital with various symptoms, including loss of co-ordination and pins and needles, he was diagnosed with multiple sclerosis.

At the start of 2024, Mr P submitted a claim to Generali. Generali obtained his medical records to help them assess the claim. Having reviewed that information, they declined the claim because Mr P's records showed he'd experienced conditions related to multiple sclerosis before he joined the scheme.

Mr P appealed Generali's decision. He said the policy definition of multiple sclerosis required him to have had symptoms for a continuous period of at least six months. And that hadn't been the case until spring 2024. So the related conditions should be disregarded. Generali didn't change their decision. So Mr P brought his complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded Generali didn't need to do anything different to resolve the complaint. She was satisfied that Mr P's claim didn't meet the policy conditions, because he'd suffered from related conditions less than two years before both his diagnosis and his claim.

Mr P didn't agree with our investigator's view. So I've been asked to make 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.

Having done that, I'm not upholding Mr P's complaint. I know he'll be disappointed by my decision and I'm sorry about that. I hope it will help if I explain the reasons I've made it. I'll do so, focusing on the points and evidence I consider material to my decision. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. So if I don't mention something in particular, it's not because I haven't thought about it. Rather, it doesn't change the outcome of the complaint.

There's no dispute about Mr P's diagnosis. What's in issue here is whether Generali's decision that he falls within one of the policy's exclusions was fair and reasonable.

Multiple sclerosis is covered by the policy. But conditions which someone has before they joined Generali's scheme aren't. And, if someone has what the policy defines as a "related condition", the policy says:

“No Benefit will be paid in respect of a Critical Illness where the Member had been treated for, or had been aware of, a Related Condition prior to the date on which he became a Member.”

The related conditions for multiple sclerosis are:

- *abnormal sensation (numbness) of the extremities, trunk or face*
- *weakness or clumsiness of a limb*
- *double vision*
- *partial blindness*
- *ocular palsy*
- *vertigo (dizziness)*
- *difficulty of bladder control*
- *optic neuritis*
- *spinal cord lesion*
- *abnormal MRI scan*

Mr P's medical records show that, before he joined the scheme, he'd suffered from some of these conditions. So I'm satisfied he'd suffered from related conditions.

The policy allows for related conditions to be disregarded in certain circumstances. It states:

“In respect of a Member's Benefit at the date on which he becomes a Member, Related Conditions (...) will be disregarded if a period of two years has elapsed from the date of becoming a Member, without the Member suffering a Critical Illness.

Mr P has submitted his related conditions should be disregarded in line with this term. He's referred to the definition of multiple sclerosis, which defines it as:

“A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.”

Mr P has said that he didn't meet this definition until more than two years after he joined the scheme because he didn't have any continuous impairment until then.

I've thought very carefully about this. But I'm not persuaded I should tell Generali to do anything different in relation to his claim. Mr P's medical records show he was given a definite diagnosis of multiple sclerosis in June 2023. That was only 15 months after he joined the scheme. So I can't reasonably say he meets the criteria for his related conditions to be disregarded.

I understand Mr P's having to adjust to his condition and I'm sorry my decision won't make that any easier. But, for the reasons I've explained, I don't think Generali need to do any more to resolve his complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr P's complaint about Assicurazioni Generali S.p.A, trading as Generali.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 September 2025.

Helen Stacey
Ombudsman