DRN-5673258

The complaint

Mrs D is unhappy that Western Provident Association Limited (WPA) declined her private medical insurance claim.

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 key events.

Mrs D's private medical insurance policy with WPA started on 1 October 2023.

The policy was taken out on a moratorium underwriting basis. This means that no medical underwriting takes place at the start of the policy. Instead, claims are assessed based on information the policyholder provides and any medical information that's required. And any pre-existing conditions from the previous five years of starting the plan are excluded which can become eligible for cover if the policyholder has been symptom free for two continuous years after the start of the plan.

On 27 August 2024, Mrs D's husband contacted WPA to claim for Mrs D's treatment for blood in the stool. WPA declined the claim on 4 September 2024. Mrs D appealed but WPA maintained its position.

WPA said the bleeding noted in November 2023 by Mrs D's GP showed that it was a related symptom or a causal condition to the diagnosis of ulcerative colitis (UC) in September 2024. WPA said under the terms of the moratorium underwriting, symptoms experienced before joining are not eligible for benefits under the policy unless they have been symptom, advice, medication and treatment free for a period of two years since 1 October 2023.

Unhappy Mrs D brought her complaint to this service. Our investigator upheld the complaint. She didn't think the claim had been fairly declined. She said Mrs D's condition wasn't pre-existing or a related condition but separate. She recommended that WPA settle the claim and add 8% simple interest per annum.

WPA disagreed and asked for the complaint to be referred to an ombudsman. So, it was passed to me.

I issued a provisional decision to both parties on 7 July 2025.

I said the following:

I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

Industry rules set out by the regulator (the Financial Conduct Authority) say that insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my final decision about Mrs D's complaint.

It's important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mrs D. Rather it reflects the informal nature of our service, its remit and my role in it.

For the avoidance of doubt, I'm not medically qualified so it's not for me to reach any determinations about Mrs D's medical diagnosis or to substitute expert medical opinion with my own. Instead, I've weighed up the available medical evidence to decide whether I think WPA acted fairly and reasonably in declining her claim.

The key issue in dispute is that WPA states Mrs D had previous symptoms of dark bleeding as the GP noted in November 2023. This means that she had experienced this before the policy started on 1 October 2023 and therefore is considered pre-existing and related. So, it's not covered under the policy terms and conditions. It's not in dispute that Mrs D has a diagnosis of UC.

The policy terms and conditions

The relevant terms under Mrs D's policy are as follows:

Page 42, section 7 provides policy information about the moratorium underwriting:

> *'7.5.2 Moratorium Underwriting (sometimes referred to as Mori)*
>
> *If you have moratorium underwriting you will not be eligible to claim for at least two years, for any condition(s) which you had during the five years before your Policy starts or which occurred in the first 14 days after you joined us (the deferment period). We call these pre-existing conditions.*
>
> *If you do not have any symptoms, treatment, medication or advice for pre-existing conditions for two continuous years after the Policy starts, benefit will then be available. We refer to this as a two-year clear period…*
>
> *If when you joined, you suffered any condition that requires regular monitoring, management, advice or medication, such conditions will never be eligible for benefit. This is because you will not have had a two-year clear period, as explained above.'*

Page 35 sets out what isn't covered:

'6.32 Pre-existing conditions – subject to the underwriting of your Policy:

- *Any condition, disease, illness or injury, whether symptomatic or not. This includes:*
  - *Anything for which you have received medication, advice or treatment; or*
  - *Where you have experienced symptoms, whether the condition has been diagnosed or not, before the start of your cover; or*

- Any symptoms or condition, whether diagnosed or not, which occurs in the first 14 days of cover, unless agreed and accepted by us in writing in advance.'

So, under the moratorium underwriting, Mrs D cannot claim for any conditions (whether diagnosed or not) she had from 1 October 2018 to 1 October 2023.

The terms also include any related conditions and any undiagnosed symptoms.

Related condition is defined in the policy as:

> *'A related condition is where a reasonable body of scientific medical opinion considers another symptom, disease, illness or injury to be related to or associated with an excluded condition.'*

Has the claim been fairly declined?

I've reviewed the medical evidence I've been provided. The issue for me to determine is whether I think the medical evidence supports WPA's decision that Mrs D's condition was pre-existing and therefore not covered. This is the test I have to consider.

Mrs D saw a GP on 16 November 2023. Notes from that meeting refer to Mrs D having dark bleeding for two months. The GP referral letter dated the same day; to see a specialist, states Mrs D had a two-month history of bleeding mainly dark red blood. Mrs D didn't see a specialist at the time, but symptoms appeared again in August 2024. So, she went to an urgent care clinic. The notes from this refer to her symptoms returning from ten months ago and that at the time, she didn't get this checked, as the symptoms went away.

The consultant Mrs D saw in September 2024. He said Mrs D's bleeding source was from much higher. And following a colonoscopy, Mrs D was diagnosed with UC.

I've considered that Mrs D's first appointment with the GP in November 2023 stated she had symptoms from the previous two months. This means she had the symptoms (of dark red bleeding) from before taking the policy out in October 2023.

I've thought carefully about whether Mrs D's symptoms at first related only to the fissure rather than the UC diagnosis. The notes and medical information are consistent throughout that Mrs D had dark red bleeding. Having looked at the information about symptoms related to a fissure and to UC, on the NHS website, this states possible causes of a fissure includes UC and common symptoms associated with a fissure show bright red blood. Mrs D's GP described her having dark bleeding which according to the NHS website isn't consistent with a fissure but more possible for UC. The NHS website also states that some people may go for a few weeks or months with mild symptoms, or none at all, followed by periods where symptoms are particularly troublesome.

This medical evidence provided about Mrs D's symptoms and diagnosis, seems consistent with that described on the NHS website. It seems Mrs D experienced symptoms of dark bleeding in around September 2023, in November 2023 and around August/September 2024. And this led to the diagnosis of UC in September 2024.

The CMO's opinion, after having reviewed Mrs D's medical evidence, was that the main symptom was dark red blood which indicated a higher bleeding source than lower down where a fissure was noted. One of the signs of a fissure (as noted on the NHS website) would be bright red blood. The CMO also confirmed that UC can go into remission which explained why Mrs D's symptoms got better and then worse. I note that WPA also referred to its Colorectal Medical Adviser. He said the presence of dark blood would warrant a colonoscopy which is consistent with what the GP had said in November 2023 when he first made the referral for Mrs D.

I understand Mrs D's comments that the CMO's opinion was based on a desktop review and not a face-to-face assessment. And I appreciate that the CMO's opinion on its own wouldn't add as much weight as Mrs D's treating doctors and specialists. But I've noted that the

consistent symptom here had been the dark red bleeding which suggests that this related to the eventual diagnosis of the UC and the source of the bleeding was thought by the consultant to be higher. I've considered the evidence in its entirety, and this doesn't persuade me that the claim was declined unfairly. Mrs D sent in further supporting information from her GP and her consultant. However, I think the symptoms noted in November 2023 and the subsequent appointment at the urgent care clinic add more weight. Mrs D reported her symptoms as they were at the time and the two notes are consistent with each other.

The issue isn't that a diagnosis was made but that Mrs D had a pre-existing condition which would mean that her claim cannot be paid for this condition. The policy terms and conditions state that a pre-existing condition is where symptoms are experienced, whether a diagnosis was made or not. The dark red bleeding that Mrs D experienced in November 2023 and two months prior, as well as in August/September 2024, led to the diagnosis of the condition.

I don't doubt Mrs D was experiencing bleeding but it's the colour of the blood that's key here. The GP referred Mrs D in November 2023 to a specialist due to the dark red blood. I understand why Mrs D didn't take this further at the time, but that of itself is consistent with what the NHS website describes that UC can go into remission. So, whilst Mrs D seems to have got better for a while, this doesn't mean that the dark bleeding was because of a fissure but more likely the UC. And that means there was potentially an underlying condition prior to the policy starting. And had Mrs D seen a specialist when she had the referral in November 2023, it's also more likely than not that she would have had the diagnosis sooner.

I can't safely say that Mrs D didn't have a pre-existing condition prior to taking out the policy. And I can't therefore reasonably ask WPA to pay the claim in the individual circumstances of this claim.

Both parties responded to my provisional decision.

WPA accepted the provisional outcome.

Mrs D didn't accept it and provided further comments which I'll address in the next section.

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.

Mrs D states that the Ombudsman isn't medically qualified. I agree. I'm not medically qualified but, as I've noted in my provisional decision, my role is to weigh up all the evidence, including medical, and make a fair and reasonable determination.

Based on the available evidence, it's most likely that the reason Mrs D had dark red bleeding was because she had UC. It wasn't diagnosed until September 2024 - that doesn't mean that the symptoms she experienced related to a new condition - but rather the UC. In the policy terms and conditions, a pre-existing medical condition isn't covered. I find that it's most likely that Mrs D had a pre-existing condition prior to the policy starting for the reasons I've already set out in the provisional decision.

Mrs D provided further evidence from her treating doctors. I've considered these and I understand they are in the best position when it comes to treating her. But my role here is not to think about how to treat Mrs D in the best way. The additional evidence Mrs D provided is less persuasive as the notes at the time would have been contemporaneous. I also don't doubt that Mrs D had other symptoms but the first symptom she experienced was

bleeding and it was noted to be dark red.

I've based my determination considering *all* of the evidence – not in isolation from another – alongside the requirements of the policy terms and conditions. Overall, the evidence adds more persuasive weight that Mrs D had a pre-existing condition which isn't covered. I'm sorry to disappoint Mrs D but I don't think WPA declined her claim unfairly or outside the terms and condition of her policy. It follows therefore that I don't require WPA to do anything further.

My final decision

For the reasons given above, I don't uphold Mrs D's complaint about Western Provident Association Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 21 August 2025.

Nimisha Radia
Ombudsman