

complaint

Mrs M complains that Wesleyan Assurance Society has declined her claim under the terms and conditions of her critical illness policy.

background

In June 2013, Mrs M made a claim under her critical illness policy. Wesleyan did not accept the claim. It said Mrs M had not suffered from a benign brain tumour. Rather, the medical evidence indicated it was a spinal meningioma. This was not something that was covered by the policy. As Mrs M remained unhappy, she referred the matter to us.

Our adjudicator did not think the complaint should be upheld. In summary, she said the terms and conditions of Mrs M's policy meant that a benign brain tumour must be located in the brain itself. However, Mrs M's medical records show she had a spinal meningioma.

Mrs M didn't agree. In response, she made a number of points:

- In medical terms, a spinal tumour is considered to be a brain tumour.
- The sample of tissue removed for histological testing was labelled 'brain'.
- Meningiomas grow from the meninges. This is a continuous covering of the brain and spinal cord.
- She felt that spinal meningioma should be specifically excluded if it is not covered.
- She provided a letter from her GP which supported her claim. The GP couldn't understand why Mrs M's condition was not covered by her policy.

As the matter remains unresolved, it has been passed to me for review.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

In considering this case, I have taken account of the relevant part of the policy conditions. A benign brain tumour is defined as follows:

"A non-malignant tumour in the brain resulting in permanent deficit to the neurological system. Tumours or lesions in the pituitary gland are not covered".

The medical evidence Wesleyan received showed that Mrs M was diagnosed with a spinal meningioma. This occurred on the T9 – T10 section of her thoracic spine. Because of this, Wesleyan did not classify the tumour as being "in the brain".

I have noted the comments Mrs M has made about this, and the evidence she has provided. I appreciate that a meningioma is a tumour that grows on the meninges. This type of tissue does form part of the outer lining of the brain. But it also extends to cover the spinal cord. I appreciate that the nature of the tumour, and the type of tissue it affects, may be the same. But it is the location of the tumour that will determine if it is covered by the policy.

So while I appreciate Mrs M's feeling on this matter, it is clear that the tumour was not located in the brain.

Mrs M thinks that a meningioma outside the brain should be explicitly excluded if it is not covered. But the policy generally sets out which conditions are covered. I don't think it would be practical to list every condition that is not covered.

In the circumstances, I am unable to find that Wesleyan has failed to treat Mrs M's claim incorrectly.

my final decision

I do not uphold the complaint and I make no award.

Doug Mansell
ombudsman