Ombudsman Decision
CIFO Reference Number: 25-000387
Complainant: Mrs J
Respondent: General & Medical Insurance Limited

Mrs J complains that General & Medical Insurance Limited (G&M) unfairly allocated treatment she required to a pre-existing condition, which limited the financial amount payable under a medical insurance policy.

Background

Mrs J submitted a claim for surgical treatment for recurrent abdominal wall hernias. G&M said this was related to prior abdominal surgery undertaken for Crohn's disease. As such, it was a pre-existing condition and the amount payable was limited.

Mrs J appealed the decision and provided a report from her consultant, which said the hernias are not causally attributed to Crohn's disease but from other factors. G&M maintained its position and Mrs J complained to CIFO.

The Adjudicator said, having considered all the medical reports provided, her view was that the cause of the condition was the surgery previously carried out for Crohn's disease. As such, G&M was correct to apply the pre-existing condition cover. She also agreed that the other factors referred to by Mrs J's Consultant were excluded under the policy. She did not recommend that Mrs J's complaint should be upheld.

The matter has been referred to an ombudsman as Mrs J disagrees with the Adjudicator. In summary, she said G&M had previously authorised consultations, MRIs and treatment over a period and therefore knew an

[1] Financial Services Ombudsman (Jersey) Law 2014 Article 16(11) and Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014 Section 16(10)

operation was imminent. If the treatment claimed wasn't covered, Mrs J questions why G&M would have covered the prior tests and consultations.

Findings

I have considered all the available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint. Where necessary or appropriate, I reach my conclusions on the balance of probabilities; that is, what I consider is most likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

The insurance policy sets out the contractual relationship between Mrs J and G&M. Mrs J opted to pay for additional cover relating to two pre-existing health conditions, including Crohn's Disease.

The "pre-Existing Condition Cover option" is explained in the policy and has an annual limit between £1,000 and £10,000. The annual limit increases on each renewal (continuous and without a break) by £1,000 to a maximum overall limit of £10,000. Based on the policy terms, as Mrs J's cover started in 2020, the maximum benefit for Crohn's disease was £5,000 at the point of claim. This is the position that G&M confirmed in its final response letter to Mrs J. I am satisfied G&M's basis of cover is in line with the policy terms and in the circumstances fair. The next step is to consider the medical information relating to the claim, and whether G&M fairly considered it within the condition of Crohn's Disease.

I have carefully considered all the medical information provided and draw out relevant information as follows:

A Consultant Plastic Surgeon's (Miss M) report of 30 April 2025 says: *"Many thanks for referring [Mrs J] who has come to discuss abdominal wall reconstruction. I note that this is on the background of Crohn's and in 2020 she had partial resection of her bowel and in 2021. In September 2023 she had a hernia repaired but it is uncertain what technique was used. Since 2023 she has had intermittent abdominal pain and has had to revert to a liquid diet to allow her symptoms to settle.*

The Colorectal Consultant's (Mr H) referral letter dated 2 May 2025, states Mrs J was being referred with "…*complex anterior abdominal wall hernia related to an incisional hernia. This is related to a bowel resection associated with Crohn's disease."*

On 27 May 2025 Miss M's practice manager sent an email to G&M in which it is confirmed that the recurrent abdominal wall hernia arose following Crohn's surgery, and previous surgery was the cause.

Later, on 29 May 2025, Mr H sent a letter to G&M saying, "*I am writing in support of the proposed surgical intervention for [Mrs J], who has a complex gastrointestinal and surgical history in the context of Crohn's disease."*

In a clarification letter of 12 June 2025, Mr H said he mistakenly implied that Mrs J's hernias were related to her underlying Crohn's disease. That was not the case, and the hernias are not causally attributable to Crohn's disease but rather arise from other well-established and multifactorial risk factors. And in July 2025, Mr H sent a further letter in which he objected to G&M's refusal to cover the claim, restating the operation was not being undertaken for Crohn's disease.

I have specifically noted repeated reference to a surgical history in the context of Crohn's disease, with prior bowel resection and the subsequent development of significant incisional abdominal wall hernias from previous surgeries. The email in April confirms the recurrent abdominal wall hernias arose following Crohn's surgery.

Having thought carefully about the medical evidence, I am satisfied it is more likely than not that the original surgery Mrs J underwent in respect of Crohn's disease was the cause for the treatment being claimed for in 2025. As such, I am satisfied G&M's decision to allocate the claim to the Crohn's Disease cover was in line with the policy terms and, in the circumstances, fair. This means the annual limit of £5,000 applies.

I have also considered the fact that even if the treatment Mrs J required was not related to Crohn's disease, the outcome would not be favourable to her. Mr H, in clarifying his previous reports, said the hernias arose from other factors. I'm not persuaded by this, but even if correct G&M would have been entitled to refuse cover because they were pre-existing conditions for which no cover existed:

- *Obesity*: any related tests, treatment, or advice for, or arising from, obesity, morbid obesity or any other category of obesity is excluded, and this applies to the abdominoplasty treatment.

- *Obesity and weight loss* are excluded given the issue of raised BMI and historical weight fluctuations, causing increased intra-abdominal pressure.

- *Pregnancy or childbirth contribute* to pelvic floor and abdominal wall strain, and this is excluded from cover.

- *Ageing process:* age related degeneration of connective tissues is also excluded from cover.

While I appreciate Mrs J has suffered with her health, and she will undoubtedly be disappointed, I am satisfied G&M has considered her claim fairly. And if the claim was not allocated to the Crohn's disease pre-existing condition, there would be no cover because of the pre-existing nature of the multifactorial risk factors listed by Mr H. And while G&M authorised prior tests and consultations, these were approved prior to the medical reports and the decision to allocate the claim to the pre-existing condition.

Final Decision

My final decision is I do not uphold this complaint.

Sean Hamilton
Ombudsman

Date: 24 February 2026