Ombudsman Decision
CIFO Reference Number: 25-000497
Complainant: Mr H
Respondent: General & Medical Insurance Limited

Mr H complains that General & Medical Insurance Limited (G&M) unfairly maintained exclusions and failed to review them under his private health insurance policy.

Background

Mr H's policy started in 2013 and has been renewed annually. Due to Mr H declaring certain health issues, the policy was issued with specific exclusions, which have remained:

1. *Any treatment or consultation relating to meningitis, any attributed condition or complication* - ***excluded***.
2. *Any treatment or consultation relating to renal calculus, any attributed condition or any underlying condition of which renal calculi may be a symptom* - ***excluded***.
3. *Any treatment or consultation relating to kidney problems, or any attributed condition* - ***excluded, to be reviewed after 36 months***.

In January 2022, Mr H sought a review of the exclusions and G&M requested access to his medical records. Mr H did not respond, despite G&M sending reminders, until 2025 at which point he was informed again of the need to have access to his medical records. In late August 2025 Mr H sent G&M a GP letter (dated 14 July 2025) which simply said:

- He had not had any treatment or consultation relating to meningitis since 2014.

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

- He had not received any treatment relating to renal calculi since 2022.
- A CT scan from March 2025 showed bilateral renal stones.

G&M reviewed the third exclusion but maintained it on the policy given the results of the CT scan. Mr H complained to CIFO.

The adjudicator explained that only one of the exclusions was subject to a review and the medical evidence provided showed recent presence of kidney stones and, as such, it was reasonable for G&M to maintain the exclusion.

Mr H remained unhappy and requested that an Ombudsman review his complaint. He submitted, in summary:

- Between 2013 and 2022 no symptoms were present and being symptom-free is material.

- Kidney stones have been treated as a continuing disease or ongoing medical condition, despite being an acute and often self-limiting event, and despite the absence of symptoms or medical evidence of chronic kidney disease or ongoing pathology.

- The meningitis exclusion should have been reviewable, and no meaningful reassessment has taken place.

- Exclusions appear to have been maintained as a default position over many years, without proper justification or reassessment, which is unfair.

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 Policy

The Certificate of Insurance lists Additional Exclusions as detailed above in the background section.

The Policy defines and explains Additional Exclusions[2] which includes that they may be Permanent (always excluded) or Temporary/Reviewable. Where reviewable the policy will state the number of months after which a review can take place. The responsibility lay with Mr H to provide an independent medical report containing details about the condition to be reviewed.

I determine that only the third exclusion was capable of being subject to a review. The policy documents made it clear this was to be reviewed after 36 months, but the onus was on Mr H to provide a medical report to support his request. While he requested review in January 2022, and despite several requests by G&M for information from Mr H, he failed to respond until 2025. And even then, he would not give G&M access to his medical records. It was several months after this that he provided a short GP's letter. Given the confirmed presence of bilateral renal stones in March 2025, I am satisfied G&M's decision to maintain the exclusion was justified, fair and in keeping with the policy terms.

Mr H did not seek removal of the third exclusion until 2022 and did not provide any medical information until late August 2025. As such, there was no information available upon which General & Medical could review the exclusions until August 2025. Mr H was far better placed to understand his kidney condition and whether it had resolved such that he could ask for a review. Indeed, in his application for health insurance it was disclosed that he had regular kidney stone check-ups.

Finally, Mr H suggests that kidney stones are not a condition and so the exclusion is unreasonable. When applying for the policy he was asked to give details of any treatment or symptoms from a list of conditions, which included kidney stones. The fact Mr H disclosed previous kidney stones shows, in my view, that he understood it to be a condition. Kidney stones were not a 'one-off' event for Mr H and indeed in one hospital letter with his policy application, it says "*…he is well known to [Department of Urology] with recurrent stone formations requiring multiple ureteroscopies."*

I am satisfied that Mr H's recurring kidney stones were a condition relevant to G&M's policy and underwriting. While he knew the relevant exclusion

[2] Paragraphs 10.46 – 10.48

was reviewable, he did not ask G&M until 2022 and then failed to engage with G&M's request for access to his medical records. When Mr H did provide a GP letter in 2025, G&M acted fairly in concluding the exclusion should remain. No other exclusion was reviewable and so I'm not persuaded G&M should have reviewed those at any stage.

Final Decision

My final decision is I do not uphold this complaint.

Sean Hamilton
Ombudsman

Date: 4 March 2026