



Case Study: Health Insurance

CLAIM REJECTED FOR MEDICAL ISSUE

Themes: Pre-existing condition; moratorium clause; claim rejection

The complaint relates to Mr C's health insurance claim for his partner, which was rejected because the insurance company said the claim related to a pre-existing medical condition.

In April 2017, Mr C took out a health insurance policy to include his partner. It had a "moratorium clause", meaning any claims that were related to any pre-existing symptoms for a period of 5 years prior to the start date of the policy would not be covered.

In December 2017, Mr C's partner suffered from pain due to swollen varicose veins. After visiting the doctor, she was diagnosed with C4 venous disease and varicose eczema. She was referred to a specialist who recommended laser ablation, at a cost of £2,400.

Mr C made a claim to his insurers for this treatment cost, which was rejected on the basis that the insurers believed Mr C's partner was suffering from a pre-existing condition that was not covered due to the moratorium clause.

Mr C brought his complaint to CIFO. CIFO investigated and found that the insurers had been provided with a letter from Mr C's partner's doctor confirming that she has had varicose veins for years, but without causing a problem. CIFO noted that chronic venous disease is a progressive medical condition which must involve the condition of varicose veins, which typically occurs early on in the condition.

With this information, CIFO decided that the primary condition of varicose veins was an existing symptom which had arisen during the five-year period prior to the start of the insurance policy. The effect of the policy's moratorium clause and the pre-existing varicose vein condition meant that the treatment for the later-diagnosed and more serious chronic venous disease was not covered by the insurance policy.

CIFO did not uphold this complaint. The insurance company was not liable for the cost of the treatment.