

## **The complaint**

Mrs Z complains that MetLife Europe d.a.c. (MetLife) has unfairly refused to meet a claim she made on her health insurance policy.

## **What happened**

Mrs Z has a policy which pays varying amounts if she has an accident or illness. In particular it could pay up to £40,000 if Mrs Z contracts certain illnesses listed in the policy terms and conditions.

Mrs Z was diagnosed, in 2022 with one of the listed illnesses. She approached MetLife to make a claim and MetLife agreed to consider this. MetLife obtained medical reports, and said it believed Mrs Z would have contracted the disease years earlier, even if she hadn't had any symptoms. It said that the policy didn't cover her illness if it had been contracted before she bought the policy and wouldn't meet the claim.

Mrs Z complained but MetLife didn't change its position. So she asked us to review her complaint. Our investigator didn't think MetLife had acted unfairly. They thought MetLife had relied upon medical evidence that demonstrated Mrs Z did, most likely, contract her illness before she bought the policy, and so MetLife need not meet her claim.

Mrs Z doesn't think this is fair, and says she had no way of knowing that she had the illness before she bought the policy.

I've been asked to decide this complaint.

## **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.

I'm sorry Mrs Z has been ill, and trust she's making a full recovery.

I'm afraid I'm not going to uphold this complaint, for much the same reasons as our investigator gave.

I've carefully considered the terms and conditions supplied with this policy. They say that infectious diseases contracted before the policy start date aren't covered, nor are they covered if any tests or investigations been recommended. Neither of those exclusions are unusual in a policy of this type.

MetLife says Mrs Z's illness falls into the first of these categories, so it need not meet the claim.

I've gone on to look at the medical information relied upon by MetLife. It's from several medical experts. In summary, it seems that there can be years between infection and the start of symptoms for the illness Mrs Z has. And it appears her tests show that the illness is chronic, which generally means long term. There appear to have been at least three

occasions where Mrs Z – through no fault of her own – may have contracted the illness. All of these occasions were before Mrs Z bought the policy.

I think it reasonable that MetLife relies upon expert medical opinions when deciding if it should meet a claim. Here I'm satisfied that there is sufficient independent evidence that Mrs Z most likely contracted the illness before she bought the policy.

I do understand why Mrs Z says this isn't absolute proof that she contracted the illness before the policy start date. But I haven't seen anything that suggests it's more likely she contracted the illness *after* the start date.

On balance, I don't think MetLife has unfairly refused this claim. If however Mrs Z obtains medical evidence that she contracted the illness after she bought the policy I'd expect MetLife to re-consider the claim. If Mrs Z is able to obtain such evidence I'd think that she should do that within a reasonable time, say three months from the date of this decision.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Z to accept or reject my decision before 9 November 2023.

Susan Peters  
**Ombudsman**