

The complaint

Mr Z is unhappy that Aviva Insurance Limited gave him notice that it would no longer cover symptoms he wanted investigated and managed under his private medical insurance policy ('the policy') as they had become chronic.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

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.

Aviva has a regulatory obligation to handle insurance claims fairly and reasonably. And it mustn't unreasonably decline a claim.

The policy says it only covers treatment of acute conditions meaning: "a disease, illness or injury that is likely to respond quickly to treatment which aims to return you to the state of health you were in immediately before suffering from it, or which leads to your full recovery".

The policy doesn't cover chronic conditions.

A 'chronic condition' is defined as:

A disease, illness or injury that has one or more of the following characteristics:

It needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests

It needs ongoing or long-term control or relief of symptoms

It requires your rehabilitation or for you to be specially trained to cope with it

It continues indefinitely

It has no known cure

It comes back or is likely to come back

I'm not a medical expert. So, when considering whether Aviva fairly concluded at the end of 2022/beginning of 2023 that it would no longer cover the cost of the investigations into – and management of – the symptoms Mr Z was experiencing because they related to a chronic condition, I've taken into account the medical evidence available to me.

For reasons set out below, I think Aviva has acted fairly and reasonably here. I'm satisfied Aviva fairly concluded that Mr Z had a disease, illness or injury that has one or more of the listed characteristics set out in the definition of 'chronic condition'.

- From reviewing the medical information, I'm satisfied that Mr Z had a historical diagnosis of fibromyalgia and back issues, which pre-dated the start of the policy. He'd also had a number of pain clinic referrals to manage his pain.
- Whilst I accept that Mr Z didn't have a firm diagnosis to explain his symptoms, he'd had symptoms for many years and Aviva had covered costs to investigate the more recent symptoms he was experiencing for over 18 months.
- Shortly after the policy started in March 2021, Mr Z made a claim on the policy in relation to pain he was experiencing including in his right thoracic region, right arm and ribs. And a vibration sensation affecting the front of his abdominal area. Those symptoms continued and were investigated over many months.
- The Consultant Rheumatologist's letter dated August 2021 refers to some of these symptoms and reported that chest and cardiovascular examinations were normal. An abdominal examination was unremarkable. They concluded that Mr Z's problems are related to "costochondritis and generalised MSK conditioning". And "he needs to lose weight to improve matters".
- A chest x-ray was subsequently arranged, and the results were said to be within normal limits. Blood tests were "reassuringly normal including inflammatory markers but vitamin D was low". A follow up letter from the Consultant Rheumatologist also dated August 2022 reflects that Mr Z's symptoms "are secondary to deconditioning and costochondritis". Physiotherapy and weight reduction was advised.
- A Consultant Physician's report dated September 2022 – so around a year later - reflects that Mr Z had been "extensively investigated by orthopaedic surgeons, neurologists and cardiologists for his ongoing pains". And a recent abdominal ultrasound was normal and "lung function tests didn't reveal any suggestion of obstructive or small airway disease". It's reflected that Mr Z was unable to take a deep breath due to fibromyalgia and costochondritis. The letter concludes that the Consultant Physician advised Mr Z to do regular exercises to increase his exercise tolerance, and to try reduce his weight.
- The Consultant Gastroenterologist's report dated September 2022 reflects that the results of a CT scan on his abdomen ruled out any sinister lesions which might explain his symptoms. And symptoms were "more likely to be related to musculoskeletal problems such as costochondritis or muscle spasms".
- And the follow up consultation in November 2022 reflects that a gastroscopy revealed no malignant lesions, but evidence of inflammation caused by acid in the stomach. And that this would be resolved with a combination of antacids, diet and lifestyle changes. The inflammation "is unlikely to cause the vibration sense and is more likely due to musculoskeletal causes such as costochondritis or fibromyalgia". They recommended Mr Z to consider treatment recommended by the specialist pain team to see if his symptoms could be controlled. If symptoms are due to a functional cause, then the "goal would be symptom control rather than cure".

I'm also satisfied that Mr Z was given around two months' notice of the decision and that it would come into effect on the date of the next policy renewal in March 2023.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 29 December 2023.

David Curtis-Johnson
Ombudsman