

The complaint

Mr I complains that Aviva Insurance Limited declined his private medical insurance claim.

What happened

Mr I has private medical insurance with Aviva which started on 5 July 2021. His policy has moratorium underwriting which, briefly, means the policy doesn't cover any medical conditions or related conditions for which Mr I had symptoms, medical advice or treatment in the five years before the policy started.

In June 2022 Mr I told Aviva he wanted to claim for a private consultation about a mid-urethra stricture.

Aviva declined the claim. It considered Mr I's medical history and said he had symptoms related to the condition before his policy started so under the terms of the policy there was no cover for his claim

Mr I complained to us. He said his GP had written to Aviva in July 2022 to tell it that his current condition wasn't related to his pre-existing chronic prostatitis.

Our investigator said Aviva had fairly declined the claim.

Mr I disagrees and wants an ombudsman's decision. He added

- The urologist's letter of September 2020 which stated he'd had a single episode of haematuria and that the doctor recommended a flexible cystoscopy wasn't correct as he didn't have blood in his urine and there had been a misunderstanding. The letter of 26 January 2021 from a named hospital, that I'll refer to as R, showed there had been a misunderstanding.
- He'd noticed a single speck of blood in June 2020 so his urine wasn't red or bloody. His urine was then tested and no blood was found. He hadn't had a cystoscopy before his policy started.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And they mustn't turn down claims unreasonably.

I'm sorry to disappoint Mr I but I think Aviva reasonably declined his claim. I'll explain why.

Mr I's policy says Aviva doesn't cover:

'treatment of any pre-existing condition, or any related condition, if you had:

- *symptoms of*
- *medication for*
- *diagnostic tests for*
- *treatment for, or*
- *advice about*

that condition in the five years before you joined the policy'.

The policy goes on to say when Aviva would cover such a condition but that only applies if there's been no advice or treatment for a continuous two year period after Mr I joined the policy. That doesn't apply to Mr I as he made his claim about a year after he joined the policy.

I have to decide if Aviva reasonably considered that the medical evidence showed Mr I had symptoms of his claimed condition or related condition in the five years before his policy started in 2021.

I've considered the medical evidence that's been provided. A 2015 letter from a urologist referred to Mr I's pain in his perineal and his chronic prostatitis. A letter in 2017 from a consultant urologist gave Mr I's diagnosis as chronic prostatitis and pelvic pain syndrome. A letter in 2019 from another consultant urologist referred to Mr I's diagnosis as chronic prostatitis.

In September 2020 Mr I had a telephone consultation with a consultant urologist. The consultant's letter of 14 September 2020 refers to Mr I as having flare ups of perineal discomfort and says *'what has traditionally been called prostatitis, has been renamed "chronic pelvic syndrome" as it often has nothing to do with a prostate'*. The same letter says Mr I had a *'single episode of haematuria'* and that Mr I should be booked for a cystoscopy.

Hospital R consultant's letter of January 2021 refers to Mr I still having rectal, perineal, and testicular pain, and says the previous consultant is likely correct that he has chronic pelvic pain syndrome. The letter also says in respect of the haematuria Mr I hadn't actually had red urine but *'that he describes about eight months ago seeing some flecks in the urine'*. The letter also says the cystoscopy which was previously suggested hadn't been arranged.

The above medical letters are from before Mr I's policy started. I'm satisfied from the above medical evidence that a consultant had recommended Mr I have a cystoscopy due to his symptoms but it didn't happen. And, although Mr I hadn't had an amount of blood in his urine to turn his urine red, he had told a consultant he'd seen flecks of blood in his urine on one occasion. Mr I told us he'd seen a single speck of blood that time. The doctors have referred to the time he saw the flecks as a haematuria. I haven't seen evidence that Mr I had a negative urine test at the time. But even if the test was negative that doesn't mean blood hadn't been present in his urine before the test.

After the policy started Mr I saw another consultant urologist in December 2021. The consultant's letter in December 2021 says Mr I had continuing pain in his perineum, that the episode of visible haematuria a couple of years ago wasn't investigated and that the urine dip on the day of the December 2021 consultation showed traces of blood. Mr I was referred for a cystoscopy.

The result of the cystoscopy is noted in a urologist's letter of 11 April 2022. The diagnosis is given as chronic pelvic pain/chronic prostatitis. The letter says that when Mr I was last seen:

'he was reported to be suffering with symptoms suggestive of chronic pelvic pain syndrome. A flexible cystoscopy was arranged to try to further evaluate his symptoms, also due to the fact that he had a previous episode of haematuria'.

The letter says the cystoscopy found:

'a mid-urethra was relatively inflamed with signs of bleeding and a mildly narrow calibre possibly suggestive of a stricture. The overwhelming findings however are suggestive of urethritis.... I do wonder whether this gentleman has a urethritis and whether this is causing all his symptoms'.

Mr I's GP's letter dated 13 June 2022 to a urologist consultant for the private referral details the findings of the cystoscopy and says Mr I has asked for a referral for a second opinion for concerns about a urethral stricture.

I think from the above medical evidence Aviva reasonably considered that Mr I's claim related to symptoms he'd had before his policy started. The medical evidence shows that the cystoscopy Mr I had in 2022 was arranged to evaluate his symptoms which included symptoms he'd had before the policy started - his chronic pelvic pain syndrome (also referred to as chronic prostatitis) and the previous episode of haematuria.

The consultant's letter of 11 April 2022 says the results of the cystoscopy show Mr I may have urethritis which is causing all his symptoms, which would include symptoms Mr I had before the policy started. Whatever medical condition those symptoms are ultimately diagnosed as Mr I had those symptoms before the policy started and that means the claim isn't covered under the policy terms.

When Mr I's GP completed the claim form on 17 June 2022 he was asked the condition/symptoms Mr I was suffering from and answered *'chronic pelvic pain, dysuria, early mid-urethral stricture/ probable urethritis, chronic prostatitis'*. The form asked the GP the date when Mr I first contacted the surgery about the symptoms and the GP answered with a date in April 2015. A date in June 2022 is written beside the April 2015 date but it's not clear to me who wrote the later date. I think the initial information the GP gave in the claim form also led Aviva to reasonably consider that Mr I's claim was for a condition which showed symptoms before the policy started.

Mr I says his GP wrote to Aviva to say the claim wasn't related to his pre-existing condition. The GP's letter of 7 July 2022 to Aviva says Mr I first made contact with the surgery for his symptoms of chronic prostatitis in April 2015, which is an ongoing issue. The letter also says that Mr I's current issue is chronic pelvic pain, dysuria and he was noted to have mid-urethral stricture/probable urethritis on a cystoscopy in 2022. I think Aviva reasonably considered that the GP's July 2022 letter wasn't sufficient evidence that Mr I wasn't showing symptoms of, or relating to, the claimed for condition before his policy started.

Overall I think Aviva reasonably considered that the medical evidence showed Mr I had symptoms of, or relating to, his claimed for condition in the five years before his policy

started. So under the policy terms and conditions there was no cover for Mr I's claim and Aviva fairly and reasonably declined the claim.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 28 August 2023.

Nicola Sisk
Ombudsman