

The complaint

Mrs B is unhappy that Aviva Insurance Limited ('Aviva') has withdrawn cover for treatment.

What happened

Mrs B has a private medical insurance policy, underwritten by Aviva. She was having treatment with a physiotherapist which Aviva said it would no longer authorise as Mrs B's condition fell within its definition of a chronic condition – and so it was excluded under the terms of the policy. However, it agreed to fund five more sessions in total to conclude the claim.

Mrs B complained to Aviva and unhappy with its response, referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't uphold it. She said Aviva hadn't unfairly or incorrectly applied its definition to Mrs B's condition.

Mrs B disagreed and in summary, has made the following comments:

- Her consultant does not agree that her condition is chronic
- Aviva's decision is not based on medical evidence
- No up-to-date evidence was requested from her specialist
- Aviva recently described what a chronic condition was at a staff meeting - Mrs B's condition doesn't fit that description

And so the case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy doesn't cover chronic conditions. These are defined in the policy as follows:

"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”

- Aviva relied on a letter written by Mrs B’s physiotherapist which said her condition was long-term and the problem wasn’t resolving. She also said she had seen various physiotherapists to help manage symptoms. And that Mrs B had had the problem for approximately three years.
- Having considered the above definition as set out in Aviva’s policy, I am satisfied that Aviva has applied the definition fairly due to the length of time Mrs B had the problem.
- Mrs B says her specialist doesn’t agree that her condition meets the definition of ‘chronic’ but as noted above, the letter from the physiotherapist confirms Mrs B has been suffering from the condition long term and has had ongoing control or relief of symptoms. As her condition has at least one of the characteristics set out above, I am satisfied that it does meet the definition. And so it isn’t covered.
- Mrs B says the decision hasn’t been based on medical proof. But the letter from the physiotherapist is sufficient medical evidence and I see no reason to discount it.
- Mrs B says Aviva defined what a chronic condition was, at a meeting, as one that has received extensive treatment on the NHS. However, the definition which applies to Mrs B is the one contained in her policy terms and conditions. I cannot give much weight to comments made at a meeting about the definition when the terms provide a clear definition.
- Mrs B says evidence supplied from her specialist consultant and updates from her physiotherapist were ignored. I haven’t seen any evidence which contradicts the earlier medical evidence which shows that Mrs B has had long term control or relief of her symptoms. Even if her condition resolves or gets better, that doesn’t automatically mean that it didn’t meet the definition of ‘chronic’ at the time Aviva withdrew cover.
- Finally, Mrs B says she is unhappy with the physiotherapists that treated her. Aviva cannot be held responsible for the quality of treatment received and I note it confirmed in its final response letter that Mrs B’s concerns had been passed to the physiotherapists directly. If Mrs B hasn’t heard from the company responsible, she would need to chase this up with them directly.

My final decision

For the reasons set out above, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 15 November 2023.

Shamaila Hussain
Ombudsman