

## **The complaint**

Mr P has complained that Aviva Insurance Limited ('Aviva') declined to cover a procedure as it had a cosmetic element.

## **What happened**

Mr P has a private medical insurance policy, underwritten by Aviva.

He contacted Aviva to ask about a claim and discussed his symptoms. Aviva said Mr P would need a referral and a clinical letter. It said it covered the type of procedure Mr P needed but also said cosmetic aspects weren't covered.

When Aviva received the letter from the consultant, it told Mr P that there was a cosmetic aspect which wouldn't be covered. Mr P complained and referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Aviva had acted unfairly or incorrectly applied the exclusion.

Mr P disagreed and in summary, has made the following comments:

- Aviva told Mr P it would cover the costs of the procedure he needed and he relied on this information to cancel his NHS surgery which he had been on a long waiting list for.
- He had his procedure completed recently and had to self-pay just under £7,000 which he feels is unreasonable and unfair when he was led to believe Aviva would cover the full costs.

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 relevant policy exclusion says: *"We do not cover treatment, or any consequence of treatment, that is intended to change your appearance whether or not this is carried out for psychological or medical reasons."*
- When Mr P called Aviva, the adviser confirmed that it covered the type of procedure Mr P needed but it didn't cover procedures which were intended to change

appearance. He said Mr P would need a letter from his consultant so that Aviva could ensure that the procedure was covered and the exclusion wouldn't apply.

- Aviva reviewed the letter from the consultant and the claims team confirmed that it could only cover a septoplasty and not rhinoplasty as this would fall within the exclusion set out above.
- Mr P went ahead with the surgery and has said that in its final response letter, Aviva confirmed it would cover the procedure Mr P had. I have reviewed the letter and the claims correspondence issued before the final letter and I am satisfied that Aviva told Mr P that the procedure he was having wouldn't be covered, based on the information provided by his consultant. Aviva has confirmed that the final response letter mistakenly includes reference to rhinoplasty instead of septoplasty but the rest of the letter and previous correspondence confirms Aviva wouldn't cover any procedure which was intended to change appearance.
- I am not satisfied that Mr P relied on the final response letter to have his procedure – I think Aviva made its position clear before the final response letter and overall, Mr P was told that the procedure wouldn't be covered.
- Mr P says his policy is comprehensive and covers pre-existing conditions. But the policy sets out the terms and conditions including exclusions and in Mr P's case, the procedure he had would only be covered in certain circumstances. He didn't meet the criteria but I don't think that is unfair as the exclusion is clear.
- I'm sorry to disappoint Mr P but I don't think Aviva has treated him unfairly.

### **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 Mr P to accept or reject my decision before 10 November 2023.

Shamaila Hussain  
**Ombudsman**