DRN-4584593

## The complaint

Ms C complains that Aviva Insurance Limited withdrew cover under her private medical insurance policy for her medical condition.

## What happened

Ms C holds private medical insurance cover with Aviva. She made a claim under the policy in April 2022 for a medical condition. Aviva covered a consultation with a specialist (who I'll call 'Mr S').

In September 2022 Ms C asked Aviva to authorise a procedure with Mr S. At this point, Aviva thought it shouldn't have authorised any treatment for the condition, as it said this fell under the policy definition of a chronic condition. Though as it hadn't made Ms C aware of this previously, it agreed to allow her to have cover until 31 December 2022, but cover would then be withdrawn.

As Mr S wouldn't agree to adhere to Aviva's fee schedule, Ms C cancelled the procedure rather than pay the shortfall. She said she didn't have time to have the procedure with another specialist before the deadline given by Aviva. She brought a complaint about the matter to the Financial Ombudsman Service.

Our investigator didn't recommend the complaint be upheld. She thought it had been reasonable for Aviva to conclude the condition was chronic, according to the policy terms. She also thought Aviva had given Ms C sufficient notice that it was going to be withdrawing cover for her condition.

Ms C didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

The policy doesn't cover treatment of a chronic condition. This is defined in the policy 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.'*

Ms C has referred to a decision I made in 2017 relating to a complaint of hers against a different insurer for symptoms she was experiencing at the time. In that case the insurer had said she'd exhausted all treatment options, and any further treatment would be for the management of her symptoms. The insurer therefore concluded her condition was chronic. I noted that Ms C hadn't been given a diagnosis at that time for her symptoms, and so I said we didn't know if she'd exhausted all treatment options, even if she did have the condition. I concluded that the insurer hadn't shown that Ms C had a chronic condition.

However, matters have now moved on. Ms C has received a diagnosis and advised Aviva in 2019 that her symptoms had started in 2015, and that she'd been seeing a specialist. I understand Ms C was able to manage the symptoms of the condition for some time through use of the contraceptive pill, but then the symptoms came back.

So it seems to me that Ms C has needed long-term monitoring for the condition through consultations. And that the condition comes back or is likely to come back, and that she's needed ongoing control or relief of symptoms. I've also looked at what the NHS says about the condition – it says it's a long-term condition and there's no cure. So I find it was appropriate for Aviva to conclude that Ms C's condition meets the policy definition of a chronic condition.

I also think Aviva gave Ms C sufficient notice before withdrawing cover. This meant she could have any immediate treatment she already had arranged, and transition her care to the NHS if she wished.

Ms C says she had to cancel the booked procedure with Mr S as Aviva wouldn't cover his fees in full, and that Aviva's deadline didn't give her enough time to have the procedure with another specialist.

I see that Ms C had previously made a claim for her condition in 2019. She was advised at this time that Mr S didn't adhere to Aviva's fee schedule, which meant there would be a shortfall on all his fees. Ms C saw a different specialist for consultations and tests. Then in April 2022, Ms C saw Mr S for a consultation. She was advised that Mr S's invoice exceeded Aviva's fee guidelines, and she had to pay the shortfall.

As I understand it, Ms C's procedure was booked for 20 September 2022. Around the same time that Aviva told her it would withdraw cover from 31 December 2022, Ms C found out that Mr S's fees for the procedure exceeded Aviva's fee schedule.

On 5 September 2022, Aviva offered to find Ms C alternative specialists who would adhere to its fee schedule. I think this was reasonable. Aviva had made Ms C aware from 2019 that Mr S's fees exceeded its fee guidelines, and she was also aware of this following her consultation in April 2022.

I've noted Ms C's explanation that another specialist may not have been willing to do the procedure because of the risks involved, but I haven't seen any evidence of that.

Ultimately, Aviva was entitled to withdraw cover once it had concluded that Ms C's condition met the policy definition of a chronic condition, and I think it gave her sufficient notice of that. And it didn't need to cover all of Mr S's fees because it was only required to pay up to the limits in its fee schedule.

I recognise my decision will disappoint Ms C, but I think Aviva acted fairly here.

## My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 8 March 2024.

Chantelle Hurn-Ryan
**Ombudsman**