

The complaint

Mr C complains that Aviva Insurance Limited turned down his private medical insurance claim.

What happened

Mr C holds private medical insurance cover with Aviva. He made a claim for treatment, however Aviva turned this down as it said the treatment was excluded under the policy terms. Unhappy with this, Mr C brought a complaint to the Financial Ombudsman Service.

Our investigator didn't recommend the complaint be upheld. He thought Aviva's decision had been reasonable, based on the available medical evidence.

Mr 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 excludes treatment of sexual dysfunction.

I've carefully considered the medical evidence. Mr C's treating specialist said that Mr C was able to have intercourse, but he did get buckling. The specialist said Mr C's deformity and buckling wasn't an easy problem to be fixed without the use of a prosthesis. The specialist said Mr C's other option was a plaque incision and grafting procedure, but he may need a prosthesis in the future anyway (due to the high risk of erectile dysfunction following this procedure). Mr C therefore went ahead with the prosthesis.

I think it's reasonable to conclude from the specialist's reports that the prosthesis was for treatment of sexual dysfunction (as well as to avoid potential future sexual dysfunction that might occur following surgery). Although Aviva told us it thought the specialist had advised that Mr C was experiencing some sexual dysfunction, it didn't make it clear to Mr C that this formed part of its reasoning in turning down the claim. Though I don't think Mr C has been particularly impacted by this.

Although Mr C argues that Aviva does cover an operation for his condition under its schedule of fees, my understanding is that the condition can cause pain unrelated to sexual activity. In those circumstances, the exclusion wouldn't apply and presumably the operation to treat the condition would be covered by Aviva. Though that's not the case here. Aviva has made the point, not unreasonably, that the aim of the prosthesis is to assist with sexual intercourse and alleviate sexual dysfunction.

On balance, I think it was reasonable for Aviva to turn down the claim.

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 Mr C to accept or reject my decision before 21 March 2024.

Chantelle Hurn-Ryan
Ombudsman