

The complaint

Mr L has complained that Aviva Insurance Limited will no longer cover his ongoing care with his preferred specialist and the manner in which it informed him of this decision.

What happened

Mr L was diagnosed with a serious medical condition in February 2022 and underwent surgery the following month. He's had regular appointments with the same surgeon since then to monitor his condition. In November 2023 he was told that his specialist had been removed from Aviva's approved list, so it would no longer cover any ongoing treatment by that specialist.

In response to the complaint, Aviva agreed to cover appointments with the specialist in April 2024 as these were already booked in. However, it maintained its decision that it would not cover any further appointments.

Our investigator thought that Aviva had acted reasonably overall, in line with the policy terms and conditions. Mr L disagrees and so the complaint 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.

Looking at the policy terms, it states:

'All treatment and diagnostic tests must be carried out by providers (such as hospitals, facilities, specialists) recognised by us. If you have treatment with a provider that we do not recognise, we will not pay that provider's fees.'

I completely understand why Mr L would want to maintain the same specialist for ongoing monitoring. He took great care in choosing him initially, has built a relationship with him and is clearly satisfied with the care he's received. He feels that it would be fairer for Aviva to continue to cover existing patients but not agreeing cover for new patients.

The policy benefit provides for 10 years of routine monitoring. During the early stages, when Mr L was unclear about what would and wouldn't be covered, Aviva referenced the particular specialist when confirming this benefit. That's not surprising, given the discussions that were taking place at the time. But I'm not persuaded that means Aviva should continue to cover treatment by that specialist. There would have been a presumption that the specialist needed to remain an approved provider over that period.

I sympathise with Mr L's situation. He's received good, continuous care from the same specialist and doesn't want to lose that. And having to revisit his medical history with someone else is inconvenient and stressful.

However, Aviva is entitled to make its own decision about the providers it recognises. And the policy makes it clear that treatment from an unrecognised provider will not be covered.

Overall, I'm unable to conclude that Aviva has done anything in withdrawing cover for treatment by Mr L's preferred specialist. I think it acted fairly in offering to cover treatment in April 2024. As he was only being seen every six months at that point, it also gave him time to arrange a new consultant.

Mr L has also complained about the manner in which he was informed of this matter in a phone call on 30 November 2023.

This was always going to be a difficult conversation for both parties. For Aviva, because it was limited in what it could say for confidentially reasons. And especially for Mr L, whose thoughts would inevitably turn to the reasons for the specialist's removal and the possible implications relating to his own health and the quality of care he'd received.

The adviser starts by saying that the specialist is no longer recognised and that Aviva can offer help with finding an alternative consultant for Mr L's ongoing monitoring. When asked why, she states that it was following '*commercial concerns*' and that he might want to ask the consultant about it. Mr L naturally expresses concern about what that actually means. Due to the confidential nature of the issue, the notes available to the adviser don't contain the full details and so she is limited in what she can say. However, she tried to dispel his fears by then saying '*to be honest, it's not about his medical integrity and that I can reassure you of*'. Mr L then asks if he can have something in writing to confirm that. The adviser agrees but puts him on hold briefly whilst she consults a colleague. Upon her return she is able to state that the specialist is still registered with the GMC and that they have no concerns about his medical practice and says '*So, as I said from the medical integrity, there's no issues from that standpoint*'. She says that that's what she'll be able to confirm in writing.

The adviser then does email Mr L, with the contents reiterating that the specialist is no longer recognised due to commercial concerns and repeating her comments about the GMC.

I accept that the conversation didn't go entirely smoothly and that Mr L didn't get all the answers he would have liked. It's possible that more thought could have gone into how the message would be delivered. However, given that no significant details could be shared, I'm not sure what else could have been said to completely reassure him. He would naturally be unsettled at the thought of Aviva deciding to end its relationship with his treating doctor.

Overall, I'm not persuaded that Aviva acted insensitively. The adviser was very sympathetic to Mr L's need to know more and was trying to help as much as she could, and she was able to confirm that it was due to commercial and not medical integrity issues. However, she was hampered by confidentially concerns and unable to provide a definitive reason.

So, I'm sorry to disappoint Mr L but, having considered all of the available evidence, I'm unable to conclude that Aviva acted unreasonably in withdrawing cover for his preferred specialist or the way in which it informed him of that. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 28 February 2025.

Carole Clark
Ombudsman