

The complaint

Mrs T is unhappy that Aviva Insurance Limited wanted to charge an additional premium for her travel insurance policy.

What happened

Mrs T had travel insurance linked to her bank account. The underwriter of the policy changed. She completed medical screening for cover and was given a quote for cover of medical conditions, including mucocoele of the appendix.

Mrs T was unhappy that the premium was higher than the previous insurer had quoted and because she didn't feel the condition had been correctly screened. She complained to Aviva but they maintained their decision was fair. They also explained that Mrs T didn't have to take out the upgrade but that she wouldn't benefit from cover for claims related directly or indirectly for the pre-existing condition. Mrs T complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought Aviva had acted fairly when screening the condition. Mrs T didn't agree and asked an ombudsman to review the complaint. In summary she said she'd had her appendix removed, had no medical condition and was under the consultant for monitoring. She highlighted that over 60's are monitored for bowel cancer routinely and that other underwriters didn't go need to know about medical conditions going back further than 2 years. She also confirmed she'd now closed her bank account.

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 terms and conditions say that not all medical conditions are not automatically covered, and an upgrade may be needed.

The terms say a policy holder needs to let Aviva know about pre-existing medical conditions which meet the following criteria:

any diagnosed illness, injury or disease where in the 12 months before opening your account or booking a trip (whichever is later) any of the following points apply.

An insured person has: been prescribed medication, including newly prescribed or repeat medication. This includes medication designed to control symptoms of a medical condition, had any medical treatment investigations or tests, or is waiting for any of these, been referred to, is under the care of, or has had any appointment with a specialist or consultant, been admitted to hospital or had surgery.

I'm satisfied Aviva has acted fairly and reasonably in the circumstances of this complaint. I say that because:

- Aviva isn't obliged to offer cover on the same terms or at the same price as the previous underwriter. I can understand why Mrs T was disappointed that the terms of cover may have changed. However, that's a commercial decision Aviva is entitled to make when deciding to offer to a policyholder.
- Although Mrs T's appendix was removed, I think the exclusion I've outlined above is relevant. I think it is reasonable to conclude that the monitoring of the condition by her specialist meant she was under the care of, or had an appointment with, a specialist or consultant.
- I'm satisfied Aviva has given a reasonable explanation for screening the condition as a benign cyst. This was due to the rarity of the condition and so Aviva clarified with their underwriters how best to record this. The notes I've seen indicate that the condition would have been covered if it was recorded in this way. So, I don't think this was to Mrs T's detriment in any way.
- I appreciate that other underwriters offer cover on different terms and consider an applicant's medical history over a shorter period. Mrs T also mentioned the NHS bowel screening programme. However, her representations haven't changed my thoughts about the overall outcome of this complaint. It's for each insurer to determine the level of risk they want to accept and the terms of cover. As I've outlined above, that's a commercial decision each underwriter is entitled to take. So, Aviva isn't obliged to offer cover on the same terms as other underwriters on the market.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 20 April 2025.

Anna Wilshaw
Ombudsman