

The complaint

Mr and Mrs E have complained that Aviva Insurance Limited ('Aviva') unfairly decided to apply its chronic condition exclusion to Mr E's condition.

What happened

Mr and Mrs E have had a private medical insurance policy for a number of years, underwritten by Aviva.

Mr E has a long-term condition for which he requested treatment and made a claim. Aviva told Mr E that the condition was chronic and therefore excluded under the terms of the policy.

Mr E complained as Aviva had previously covered treatment for his condition.

Aviva looked into the complaint and agreed that it hadn't managed Mr E's expectations properly in relation to the condition by previously covering treatment which technically wasn't covered under the terms of the policy. It agreed to provide cover and provide an end date to allow Mr E to transfer care to the NHS.

Unhappy, Mr E brought his complaint to the Financial Ombudsman Service.

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

Mr E disagreed and in summary, said he relied on the policy for his condition and always had the expectation that his long-term condition would be covered if needed.

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 background to this matter is well known to both parties. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions.
- The policy terms exclude treatment for chronic conditions. A chronic condition is defined as follows: *"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 from 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."

- Mr E made a claim for treatment relating to glaucoma. Neither party disputes that glaucoma falls within the definition of a chronic condition as outlined above and in Aviva's policy.
- Chronic conditions are clearly excluded under the terms of the policy. I think Aviva has acted fairly by agreeing to provide cover for the planned operation and a period of a further four months to give Mr E notice and time to transfer his care to the NHS. I can't fairly ask Aviva to provide cover outside the policy terms due to a mistake it made. I agree that Mr E has benefitted from Aviva's mistake and I can't use that as the basis to ask it to continue providing cover outside the terms of the policy. I think in this case, its offer is reasonable.
- Mr E would like Aviva to continue providing cover for his chronic condition on the basis that he assumed he was covered due to previous cover. But Aviva made a mistake, provided cover in error and is within its rights to provide notice to no longer offer cover which was never intended to be provided under the terms of the policy. The policy continues to provide cover for acute conditions and so Aviva is still on risk for any eligible claims.
- I am sorry to disappoint Mr and Mrs E but Mr E's chronic condition isn't covered under the terms of the policy and I think the terms are clear about that. So I won't be asking Aviva to do anything more than what it has already offered.

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 E and Mrs E to accept or reject my decision before 25 April 2025.

Shamaila Hussain
Ombudsman