

## **The complaint**

Miss L complains about how Aviva Insurance Limited handled her claim against her private medical insurance policy and its decision to decline her claim. Miss L's mother, S, is assisting Miss L in bringing her complaint. Miss L's father, J, has also corresponded with Aviva. For ease of reference, I'll refer to comments from S and J as if they are from Miss L.

## **What happened**

The details of this complaint are well known to both parties, so I don't repeat them again here in full. In summary, in November 2024, after instructing a broker, Miss L took out private medical insurance underwritten by Aviva. Miss L's cover is on a continued moratorium basis from 10 November 2021. I'll refer to that in more detail below.

In December 2024, Miss L contacted Aviva about a claim for investigations related to her pancreas. Aviva authorised a consultation and an initial diagnostic test. Unfortunately, Miss L was subsequently diagnosed with pancreatic cancer. She asked Aviva to cover further consultations and treatment. Aviva declined Miss L's claim. It said it had reviewed relevant medical literature and concluded that cystic fibrosis and pancreatic cancer are related and therefore Miss L's claim isn't eligible for cover under the terms of her policy.

Miss L didn't accept Aviva's decision about her claim. There was further correspondence between the parties. Miss L asked Aviva to contact certain experts including Professor B1. Aviva contacted those experts. Aviva considered the further information it received but didn't change its decision about Miss L's claim. Miss L pursued her complaint.

Miss L says Aviva relied on Professor B's limited response and disregarded all other medical evidence. She said it failed to distinguish statistical correlation and direct causation. Miss L says Aviva has ignored the part of the policy which says it doesn't apply the chronic condition exclusion to treatment for cancer.

Miss L says Aviva sent its review of its decision to her after her parents had been authorised to deal with the matter, which she thought was a deliberate tactic to delay the complaints process. She wants Aviva to reimburse her for treatment her parents have paid for and to authorise her claim for future treatment.

One of our Investigators looked at what had happened. She didn't think Aviva had acted unfairly in declining Miss L's claim. The Investigator thought Aviva had applied the terms of the policy fairly.

Miss L didn't agree with the Investigator. She said the Investigator ignored the part of the policy which says Aviva will not apply the chronic condition exclusion to the treatment of cancer. Miss L said the Investigator had failed to acknowledge Professor B's e-mail to Aviva on 27 January 2025, Dr S and Dr W's letter of 18 March 2025 and dismissed Professor B1's evidence.

Miss L said Aviva initially approved treatment and reversed its decision later. She said there was a distinction between statistical association and medical causation. There was further

correspondence between Miss L and the Investigator which I won't set out here. The Investigator didn't change her view. Miss L asked that an Ombudsman consider her complaint, so it was passed to me to decide.

### **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.

It's clear and quite understandable that Miss L, S and J have strong feelings about this complaint. They have provided detailed submissions to support the complaint, which I've read and considered. If there's something I haven't mentioned, it isn't because I've ignored it, I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I find is the right outcome in this complaint. No discourtesy is intended by this. I focus on what I think are the key issues here. Our rules allow me to take this approach. It reflects the informal nature of our service as a free alternative to the courts.

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Aviva has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers. I'm very sorry to disappoint Miss L and I know how upsetting my findings will be, but I don't think Aviva acted unfairly or unreasonably in this case. I'll explain why.

#### *Aviva's decision to decline Miss L's claim*

- Medical insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general, and as long as consumers are treated fairly, insurers can decide which risks they wish to accept and the terms on which they're willing to do so.
- Miss L's policy was on a continued moratorium basis from 10 November 2021. Aviva's policy terms set out what this means and say:

#### **'Continued moratorium**

*For **members** who were insured on a moratorium basis on another policy and then transferred to [Aviva].*

*We do not cover **treatment** of any **pre-existing conditions**, or any **related conditions**, if you had:*

- *symptoms of*
- *medication for*
- ***diagnostic tests** for*
- ***treatment** for, or*
- ***advice** about*

*that condition in the five years before your initial date of cover. Your initial date of cover is the date you started cover with your first insurer (provided there has been no break in cover since then).*

*However, we will cover that condition if you do not have:*

- *medication for*
- ***diagnostic tests** for*
- ***treatment** for, or*
- ***advice** about*

*that condition during a continuous two year period after your initial date of cover. [...]*

The policy defines '**related**' as '*Diseases, illnesses or injuries are related if, in our reasonable medical opinion, one is a result of the other or if each is a result of the same disease, illness or injury.*'

- The central issue in this case is whether Aviva acted unfairly or unreasonably in declining Miss L's claim on the basis that pancreatic cancer is a condition related to cystic fibrosis. It's not my role to substitute my own findings on the medical evidence with those of the medical experts in this case. My role is to consider all the available medical evidence and decide whether, based on that evidence, Aviva acted fairly and reasonably in declining Miss L's claim.
- Miss L says Aviva initially approved treatment and later reversed its decision. Aviva authorised an initial consultation and scan. That's usual in cases of this type. Aviva isn't necessarily obliged to authorise further treatment. The letter authorising an initial consultation and scan asked for further information about the diagnosis and cause of the symptoms if treatment is recommended. I don't think Aviva treated Miss L unfairly or unreasonably in asking for further information before proceeding.
- Based on what I've seen, during Miss L's claim and before coming to its final response to the complaint on 28 March 2025, Aviva's clinical team reviewed the matter, which is what we'd expect it to do. Aviva reviewed relevant medical literature, as set out in its e-mail to Miss L of 7 February 2025. It also considered information it received from Miss L's treating clinician, Professor B, and the letter jointly from Dr S and Dr W. We've asked Aviva whether it also reviewed information received from Professor B1, which it received after its deadline for responses. It has confirmed to us that it did consider Professor B1's response.
- In the clinic letter of 20 January 2025, Professor B said Miss L '*...is likely to have cystadenocarcinoma of the pancreas consequent on chronic inflammation secondary to the cystic fibrosis. [...]*' But after Aviva denied Miss L's claim, Professor B said in a letter of 24 January 2025, headed '*TO WHOM IT MAY CONCERN*', that Miss L's pancreatic cancer is '*...unlikely to be related to pre-existing cystic fibrosis.*' Professor B followed that by e-mails to Aviva in late January 2025, in which he said it's not possible to say Miss L's pancreatic cancer is linked to cystic fibrosis and it's not justified to say the two conditions are related.
- Aviva asked Professor B about why he'd changed his opinion. Professor B responded on 22 February 2025 and said he and the Hepato-Pancreato-Biliary multidisciplinary team had reviewed the matter and it's clear that cystic fibrosis and pancreatic cancer are linked. He apologised for his earlier equivocation.
- In Dr S and Dr W's joint letter of 18 March 2025 to Aviva, they say pancreatic cancer is extremely rare in the cystic fibrosis population, there's evidence to suggest an increased risk of pancreatic cancer associated with cystic fibrosis but there's no relevant screening. They concluded it's not possible to say whether or not Miss L's pancreatic cancer is related to cystic fibrosis.
- In her submission to Aviva of 17 March 2025, Professor B1 disputes that Miss L's diagnosis of pancreatic cancer is related to cystic fibrosis. She says there's no evidence in the existing medical literature supporting the conclusion that pancreatic cancer is the result of cystic fibrosis; no proof of causation has been found. Professor B1 also mentions there's no recommended surveillance for pancreatic cancer for cystic fibrosis patients in international guidelines of care.

- Aviva was faced with conflicting medical opinions. In the particular circumstances here, I don't think it acted unfairly or unreasonably in deciding to rely on its study of the relevant medical literature and the opinion of Professor B expressed in his clinic letter of 20 January 2025 and his e-mail to Aviva of 22 February 2025. I don't think Aviva acted unfairly or unreasonably in not relying on Professor B's responses in late January 2025, which he later corrected.
- I think it was reasonable for Aviva to prefer the opinions of Professor B rather than Professor B1, as the former had treated Miss L and consulted with the Hepato-Pancreato-Biliary multidisciplinary team. I don't think Aviva acted unfairly in balancing what Dr S and Dr W said against the other evidence it had and maintaining its decision to decline cover in this case.
- Miss L has referred to the part of the policy which excludes treatment of a chronic condition but which doesn't apply that exclusion to treatment for cancer. That doesn't assist Miss L here. That's because Aviva didn't rely on the exclusion relating to chronic conditions in declining Miss L's claim.
- Miss L has also pointed out there's no NHS screening for pancreatic cancer in cystic fibrosis patients. I don't think that shows the two conditions are unrelated.

#### *Aviva's handling of Miss L's claim*

- I've looked at the chronology of Aviva's handling of Miss L's claim. On 20 January 2025, Miss L asked Aviva to cover a further consultation and treatment. Aviva declined Miss L's claim on 24 January 2025. Aviva asked for and considered relevant information and responded to Miss L's claim in an appropriate time frame.
- There was further correspondence between Aviva and Miss L. At Miss L's request, Aviva sought information from other experts. I think it did so in a timely manner. I think it was reasonable for Aviva to ask for prompt responses from the experts, given the circumstances of the claim. In any event, Aviva considered a response received after its deadline.
- Aviva sent its letter of 5 March 2025 by e-mail to Miss L when it should have been sent to S. It's clear from the content of that letter that Aviva meant to send it to S. I've seen nothing to support Miss L's assertion that this was a deliberate tactic to delay the complaints process. Generally, Aviva dealt with Miss L's claim thoroughly and sensitively.
- Based on what I've seen, I don't think Aviva acted unfairly or unreasonably in its handling of Miss L's claim and its subsequent correspondence with Miss L.

#### **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 Miss L to accept or reject my decision before 4 September 2025.

Louise Povey  
**Ombudsman**