

The complaint

Ms R complains Aviva Insurance Limited (Aviva) has declined the claim she made under her private medical insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

For many years Ms R has held a private medical insurance policy provided by Aviva. In April 2025 Ms R submitted a claim to Aviva for L5-S1 spinal fusion surgery. Following review Aviva declined Ms R's claim as it said a policy exclusion relating to mechanical back pain applied. Ms R didn't think this was reasonable and so raised a complaint.

On 29 April 2025 Aviva issued Ms R with a final response to her complaint. It said it had concluded the decision made by its claim team was correct and the claim was declined. Ms R referred her complaint to this Service.

Our investigator looked into things. He said he thought Aviva's decision to decline Ms R's claim was fair. Ms R didn't agree with our investigator and provided a letter from her consultant to support her position. Aviva said this letter didn't change its position on Ms R's claim, and it had also declined Ms R's claim as it believed her treatment was for a chronic condition.

As an agreement couldn't be reached, the complaint has been 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.

I want to acknowledge I've summarised Ms R's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Ms R and Aviva I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Aviva shouldn't unreasonably reject a claim. I can see from the policy documentation provided that Ms R's policy includes a medical exclusion for:

'Mechanical/postural back pain'

So, I've considered whether it was reasonable for Aviva to rely on this medical exclusion when it declined Ms R's claim.

Ms R's treatment was recommended by her consultant neurosurgeon and spinal surgeon. In a letter dated 1 April 2025, he has written:

'She has done well but unfortunately she has developed mechanical back pain at the L5/S1 level.

...

It is very obvious that particularly the left facet joint lights up and less uptake on the right side, indicating a source of back pain. I was hoping that removal of there transverse process would have helped, and according to Ms R, it did but now the mechanical back pain is the main cause of her symptoms.'

Based on the evidence provided, I think it was reasonable for Aviva to rely on the medical exclusion it has done to decline Ms R's claim. Her consultant has said Ms R was experiencing mechanical back pain, and the treatment she was claiming for was to treat the mechanical back pain she was experiencing.

Ms R has said her condition isn't an episode of non-specific or general mechanical back pain, but a progressive spinal abnormality. Ms R provided a further letter from her consultant dated 22 July 2025. In this letter the consultant has said Ms R doesn't have the normal 'mechanical' back pain which is often chronic and longstanding, but the cause of her back pain was due to a condition called Bertolotti's Syndrome.

Aviva has said whilst the consultant has said Ms R doesn't have 'normal' mechanical back pain, he has still advised Ms R has mechanical back pain. I think what Aviva has said about this letter is reasonable. Ms R's consultant hasn't denied Ms R has mechanical back pain as outlined in his letter of 1 April 2025, and the exclusion Aviva has relied on isn't specific about the type or cause of mechanical back pain which is excluded. The medical evidence provided suggests the treatment Ms R is claiming for is to treat the symptoms of the mechanical back pain she is experiencing.

Ms R has said Aviva has applied the exclusion for mechanical back pain inconsistently given she has successfully claimed for three previous surgeries under her policy. And the treatment she is claiming for is part of the same line of treatment she has had previously.

I acknowledge Aviva has covered treatment for Ms R previously, but ultimately what I've considered is whether Aviva has fairly declined the claim Ms R has now made for treatment. And for the reasons I've explained, I think it has done so fairly. Aviva is entitled to consider each claim against the terms of Ms R's policy, and I don't think its decision to authorise earlier treatment, even if related to the treatment Ms R now requires, means it is unable to rely on the policy exclusion.

As I think Aviva has fairly declined Ms R's claim based on the medical exclusion it has done, I don't consider it necessary to comment on whether Ms R's treatment relates to a chronic condition.

I know how strongly Ms R feels she has been treated unfairly by Aviva, and I want to make clear I'm in no way suggesting Ms R's treatment isn't appropriate or necessary. However, for the reasons I've explained I think Aviva has reasonably applied the medical exclusion on Ms R's policy and it has fairly declined her claim.

My final decision

For the reasons I've outlined above, I don't uphold Ms R's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or

reject my decision before 10 December 2025.

Andrew Clarke
Ombudsman