DRN-5910334

The complaint

Mr O is unhappy that Aviva Insurance Limited has limited the cover available under his private medical insurance policy.

What happened

Mr O has a history of cardiac issues, which he's successfully claimed for on his private medical insurance policy. Mr O complained to Aviva because he said he'd been told that cover for heart related matters would end in March 2025 on the basis that he has a chronic condition.

Aviva said they'd fairly applied the policy terms and set out the circumstances in which cover could, and couldn't, be offered. They maintained their decision to not offer cover for the claim beyond March 2025 was fair, and in line with the policy terms. Mr O complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought Aviva had fairly concluded that the symptoms Mr O had experienced were expected symptoms of cardiomyopathy. Therefore she didn't think it was unreasonable for Aviva to withdraw cover from a specified date, which gave Mr O time to transition to NHS treatment. And she noted that Aviva hadn't suggested they were excluding all claims related to Mr O's heart.

Mr O didn't agree and asked an ombudsman to review the complaint. He didn't feel Aviva had fairly considered the meaning of cardiomyopathy and his consultant had made it clear that Mr O's symptoms were an unexpected acute flair up. So, he asked an ombudsman to review his complaint.

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'm sorry to read of the circumstances which have led to Mr O claiming on the policy and this complaint. It's clear that Mr O has had a difficult and challenging time in relation to his health and I can appreciate he's concerned that he'll no longer be able to access all the benefits available under the policy. Given the nature of his condition, I understand that is very disappointing.

At the outset I acknowledge that I've summarised this complaint in far less detail than Mr O has, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

The key issue for me to decide is whether Aviva's decision to limit cover in the circumstances is fair and reasonable. The policy terms and conditions say:

> "This policy covers treatment of acute conditions.
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> An acute condition is defined as a disease, illness or injury that is likely to respond quickly to treatment which aims to return you to the state of health you were in immediately before suffering from it, or which leads to your full recovery.
>
> The policy does not cover chronic conditions. A chronic condition is defined as a disease, illness or injury that has one or more of the following characteristics:
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> - it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests
> - it needs ongoing or long term control or relief of 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."

The terms also say:

> "Chronic conditions
>
> We do not cover treatment of a chronic condition. Including:
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> - regular planned check-ups for a chronic condition where you are likely to need treatment
> - expected deterioration of a chronic condition which needs regular consultations, diagnostic tests or treatment from a specialist.
>
> BUT:
>
> - we do cover unexpected acute flare-ups of a chronic condition until your condition is re-stabilised (this does not apply to chronic mental health conditions - please see the mental health benefit term for further information).

I'm not upholding Mr O's complaint because:

- I think Aviva fairly concluded that cover for the claim should be withdrawn based on the available medical history and evidence. Mr O has a history of heart issues, dating back several years. His consultant stated in November 2024 that Mr O has significant and severe coronary artery disease. Later letters said that the most recent symptom was a new symptom and was an unexpected change. But, given the nature of the symptoms, and the overall medical information available, I still think it was reasonable for Aviva to conclude the chronic exclusion should apply from the specified date as the symptoms were commonly associated with cardiac problems.
- Aviva sought input from their medical team when reviewing the claim. I think that's reasonable and what I'd expect them to do in the circumstances. The

medical team concluded that there was a link to the previous claim as, in summary, the condition had spread and worsened. Aviva is entitled to rely on their medical team's opinion and I think it was reasonable to do so in the circumstances of this case. And, in any event, I don't think there are compelling reasons to conclude their decision to treat the condition as chronic is unreasonable in the circumstances.

- I've considered Mr O's representations that the specific meaning of cardiomyopathy hasn't been fairly considered and that he has a form of the condition linked to an acute event. However, I still think Aviva has fairly considered the medical evidence presented and concluded that the symptoms Mr O was experiencing were broadly linked to ongoing cardiac problems and that the presentation of the recent symptoms were reasonably expected.

- I don't think Aviva are applying new policy conditions in their favour. Nor do I think the policy terms are ambiguous in the way Mr O has suggested. I think Aviva is fairly applying the policy terms which form part of the contract of insurance. Many private medical insurance policies contain the same (or very similar) exclusions for chronic conditions. So, this is also common industry practice.

- In any event, I don't think Aviva has applied a blanket approach in the way Mr O has suggested. In correspondence sent to him in January 2025 Aviva said each claim would be assessed on a case by case basis and clarified that they were happy to assess clinical information if there was a suggestion the symptoms experienced were unrelated and/or needed further investigation. Aviva went on to say that they considered a symptom to be unexpected if it was new and potentially unrelated to the diagnosed condition. So, I'm satisfied Aviva has acted fairly, and in line with the policy terms.

- Aviva gave Mr O time to transition to NHS care, following his most recent treatment. I think that was fair and reasonable.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 27 January 2026.

Anna Wilshaw
Ombudsman