

complaint

This complaint is about Aviva Health UK Limited's decision not to pay for a medical procedure on the basis that it wasn't classified as emergency treatment.

background

Mr N, who is representing his wife in this complaint, contacted Aviva in September 2014. He explained that his pregnant wife, who was overseas at the time, had been advised to have a caesarean by her treating specialist. He wanted to check whether there would be scope for any cover under his private medical insurance policy (which included cover for Mrs N).

Aviva informed Mr N that while his policy did provide a limited amount of cover in relation to emergency overseas medical assistance, his wife's procedure wouldn't be covered. It explained that as the caesarean had been pencilled in a month later, it wouldn't be classed as emergency treatment.

Mr N didn't accept Aviva's decision and so he referred the matter to this service.

Our adjudicator didn't think the complaint should be upheld. He noted Mr N had contacted Aviva several months earlier about Mrs N's possible future caesarean, when Mrs N was previously overseas. At this point Aviva had also explained that it would consider covering a caesarean section if it took place in the UK, but that this wouldn't be the case if she was abroad.

Our adjudicator agreed that there was no indication that the caesarean was an emergency procedure for Mrs N, especially as it was pre-planned several weeks earlier and had eventually taken place at the planned time.

Mr N disagreed with the adjudicator. He said the caesarean took place a day later than planned, and it didn't take place earlier so as not to cause complications. He has said that Mrs N was initially admitted to hospital with severe hypertension.

As a result of the disagreement the matter has been passed to me to for decision.

my findings

I have considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've set out the relevant policy terms below for ease of reference. Limited emergency overseas cover is provided in full for:

Emergency in-patient or day-patient treatment cover when temporarily abroad for a period of up to 90 days per policy year, see Benefit Term 11

Benefit Term 11 states:

'11 Benefit L (Limited emergency overseas cover) may only be claimed for the medical service specified in this Policy if they are provided...

...when temporarily overseas for a period of up to 90 days during any annual Period of Cover, and incidental to the intended purpose of travel, a medical emergency arises requiring immediate admission to Hospital for the sole purpose of receipt of Treatment, in respect of an Acute Condition of brief duration.

Please note this is not travel insurance and cover is restricted to the Treatment of emergency conditions that are serious enough to need an immediate admission to Hospital as an in-patient or day-patient'.

I've looked at the above terms carefully, along with what Mr N has said about his wife's treatment and condition, and the supporting medical evidence, to see whether Aviva has interpreted the terms of the policy fairly.

Mr N has maintained that his wife's caesarean was an emergency – he says she was admitted to hospital because she was unwell with severe hypertension and that the only reason the caesarean didn't take place immediately was to avoid further complications from premature birth.

However, I've seen no evidence from the hospital overseas which suggests that an emergency situation led to the decision that Mrs N should have a caesarean. The letters from the hospital show that Mrs N needed to avoid travel, rest and had been prescribed medication to control her hypertension. While I accept that the medical staff overseas advised her not to travel, this doesn't automatically equate to Mrs N needing an emergency caesarean, or emergency admission. It's not the responsibility of Aviva to cover the cost of a caesarean simply because Mrs N wasn't able to travel back to the UK to have the procedure here. And it's very common for a pregnant woman to be advised not to travel overseas at such a late stage of pregnancy.

In my view the evidence supports the fact that Mrs N's caesarean was pre-planned and not an emergency. I say this because Aviva has provided a call recording from April 2014, where Mr N talks about the strong likelihood of Mrs N needing a caesarean as she was carrying triplets. At this point the call handler makes it very clear that a caesarean (which at this point seemed likely and therefore could reasonably be considered as 'planned') would only be covered in the UK.

I've also listened to a call recording between Aviva and Mr N in early September 2014. During the call Mr N explains to Aviva that Mrs N is having a planned caesarean because she's having twins. He reiterates that the doctor has recommended that she has a planned caesarean in approximately a month's time. Aviva then asked relevant questions to ascertain whether or not the proposed caesarean was an emergency before deciding that the procedure was planned.

Mr N also doesn't think that emergency treatment should need to be provided straight away in order to be covered under the terms of the policy. However the terms state that Mrs N would need immediate treatment in order to meet the policy requirements, and I'm not persuaded that treatment scheduled for around a month after admission can be considered as emergency treatment. And while Mrs N was initially admitted to hospital for hypertension, it's my understanding that Mr and Mrs N want the caesarean to be covered, so it makes no difference to my decision if the hypertension needed immediate treatment.

Finally, in response to the adjudicator's view, Mr N has said that the caesarean took place a day later than the planned date. While I've not seen evidence of the exact date of the

caesarean, even if it was a day later than planned, this still doesn't prove that the procedure was an emergency.

I accept that Mr N has interpreted the terms differently to Aviva, but I don't think that Aviva's interpretation is unfair. And as the insurer, Aviva is entitled to limit its overseas cover to emergency treatment only.

I understand Mr N is very upset about the fact Aviva has declined Mrs N's claim, but I'm satisfied that the evidence is strong enough to persuade me that Mrs N's caesarean was planned, rather than undertaken due to a medical emergency. So because I don't think Aviva has done anything wrong, I'm unable to uphold Mrs N's complaint.

my final decision

While accepting this will be disappointing for Mr and Mrs N, my final decision is that I don't uphold this complaint and make no award or direction against Aviva Health UK Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs N to accept or reject my decision before 13 November 2015.

Katie Doran
ombudsman