

## complaint

This dispute concerns the decision taken by Catlin Insurance Company (UK) Ltd (Catlin) to decline Ms A's claim for treatment costs under a private medical insurance policy. Ms A has also complained about the manner in which Catlin administered her claim.

## background

Catlin became the underwriter of Ms A's private medical insurance policy in 2011.

In November 2011, Ms A submitted a claim for the cost of antiviral medication which she had taken for her chronic fatigue syndrome ("CFS").

Catlin declined the claim as it did not consider antiviral drugs were "*scientifically recognised*" treatment for CFS. It cited the following policy exclusion when communicating its decision to Ms A:

*"The following treatment, conditions, activities, items and their related expenses are excluded from the insurance and the insurer shall not be liable for:*

- Treatment that is deemed by the relevant professional body to establish medical practice and/or established medical opinion as not scientifically recognised, unproven or experimental."*

Despite this, Catlin recognised that it should have notified Ms A of its stance in relation to antiviral drugs and CFS at an earlier stage, and offered to pay the claim she submitted in November 2011 on a "without prejudice" basis. However, it said future claims for this treatment would only be considered if it were prescribed for a different medical condition (subject to the remaining terms and conditions of the policy).

Ms A was unhappy with this outcome and referred the matter to our service. The adjudicator who assessed the complaint did not recommend it be upheld. In her view, Catlin was entitled to assess the claim in accordance with the National Institute of Clinical Excellence (NICE) guidelines, and withdraw funding for the antiviral medication as treatment for Ms A's CFS. Furthermore, the adjudicator was not persuaded that Catlin's administration of Ms A's claims had been unreasonable.

Ms A disagreed. She said the adjudicator failed to grasp the significance of the term "*scientifically recognised*" in the above exclusion. In her view, NICE is incapable of scientifically recognising a form of treatment as it is a "*non-specific political entity*". She said the policy made no reference to the NICE guidelines, so Catlin should not be entitled to rely on these when considering a claim. Ms A submitted that scientific guidance does support the use of antiviral drugs for CFS, so Catlin should fund the treatment. She also said that any ambiguity in the policy terms should be interpreted in her favour.

## my findings

I have only included a brief summary but I have considered all the available evidence and arguments from the outset in order to decide what is fair and reasonable in the circumstances. Having done so, I do not uphold this complaint. I will explain why.

I acknowledge Ms A's point that NICE itself may not be able to "*scientifically recognise*" a form of treatment itself. However, it is a "*relevant professional body*" which considers scientific evidence from medical experts in order to determine whether treatments should be

approved for use in the UK. Therefore, I do not consider it is unreasonable for Catlin to rely upon the NICE guidelines over the type of individual studies Ms A has listed in her submissions. It is of course the case that guidelines are subject to revision and it follows that should the current guidance change, any claim should be assessed in the light of the guidelines current at that time.

Although Catlin did pay previous claims Ms A had submitted for the same medication, it did so before it realised the medication was being used to treat CFS. However it is not bound by its treatment of previous claims and was in any event entitled to review the November 2011 claim on its own merits.

Overall, whilst I understand Ms A will be disappointed with my conclusions, I consider Catlin is entitled to withdraw benefit for the cost of antiviral medication to treat CFS.

Ms A has also complained about the administration of claims made; she says that some payments (aside from the disputed medication) remain outstanding. However, she is not able to specifically say which payments have not been met, due in part to the accounting methods used by Catlin, which she says do not conform to standard accounting practice. I appreciate Ms A's frustration in this matter but Catlin has demonstrated that it is willing to meet all valid claims and it is not aware of any outstanding payments. As there is no evidence of any outstanding payments before me, I cannot ask Catlin to make any payment to Ms A in this regard. However, she is not precluded from submitting such evidence to Catlin for its consideration. I would hope that were she to do so Catlin would deal with matter expediently.

### **my decision**

My final decision is that I do not uphold this complaint. I make no award against Catlin Insurance Company (UK) Ltd.

Lindsey Woloski  
**Ombudsman**