

## **The complaint**

- Mrs R is unhappy with the service received from Aviva Insurance Limited when making a claim on the private medical insurance policy ('the policy') she has the benefit of in relation to her knee.

## **What happened**

- Aviva initially covered Mrs R's physiotherapy sessions for her knee.
- In March 2023, Mrs R contacted Aviva in respect of two claims (one of which involved her knee).
- Both claims were authorised, and she was told that authorisation numbers would be sent to her by text message.
- Mrs R didn't receive the authorisation number for her knee claim. Aviva accepts that this was sent to the wrong telephone number.
- Mrs R says she tried to call Aviva many times for the authorisation number and that she was kept on hold for a significant period of time before hanging up.
- Mrs R did manage to get through to a representative of Aviva on 12 July 2023 and the authorisation number was given to her.
- Mrs R raised her concerns about not receiving the authorisation number shortly after the call in March 2023, as promised. And not being able to get through to a representative by phone.
- Aviva apologised for the delays Mrs R had encountered and offered £100 compensation. Aviva increased this offer by a further £100 (so £200 in total) to recognise that Mrs R didn't get the support she required and because of the way in which correspondence addressing her complaint points made her feel.
- Unhappy, Mrs R brought her complaint to the Financial Ombudsman Service.
- Our investigator looked into what happened. She initially concluded that Aviva's offer of £200 was fair and reasonable to put things right here.
- Mrs R disagreed and raised further points in reply, which were considered by our investigator.
- Our investigator subsequently issued a second view, recommending Aviva pay another £100 in compensation (so, £300 in total) to reflect the impact its errors had on Mrs R.

- Mrs R didn't think this was fair so requested an Ombudsman's decision. Her complaint has been passed to me to consider everything afresh to decide.
- I issued my provisional decision explaining why I thought Aviva should pay more compensation to Mrs R.
- I said:

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#### Initial points

- So that everyone is clear I'm only considering issues which have taken place – and addressed – in Aviva's final response letter dated 21 July 2023 and follow up letter dated 26 July 2023.
- I know Mrs R is also unhappy about what's happened since August 2023, including not having yet received her MRI scan on her knee or a diagnosis. She says that despite what she's been told by Aviva, the hospital has said that to arrange an appointment, they need a referral letter in addition to the authorisation number.
- Although Aviva more recently directed her to 'My Aviva', Mrs R is unhappy that her experience of using this hasn't been straight forward or simple, as she'd been assured it would be. She's used the 'chatbox' on several occasions. She says this hasn't been helpful and she hasn't received updates as promised within ten days. She is still waiting for someone from Aviva to contact her.
- Aviva has said that these concerns don't form part of the matters it's already investigated and addressed in the final response letters dated July 2023. It hasn't agreed to the Financial Ombudsman Service considering them as part of this complaint. So, they do not form part of the complaint I'm deciding.
- Mrs R is free to raise these further concerns with Aviva if she hasn't done so already.
- Aviva has also said that if Mrs R provides her consent, it can arrange for its claims department to contact her to progress her claim. If this is something she'd like to happen, I'd be grateful if she would confirm when responding to this provisional decision.

#### Has Aviva acted fairly and reasonably?

- Aviva has an obligation to treat customers fairly. It must also handle insurance claims fairly and promptly.
- Aviva accepts that it sent the authorisation number in connection with the knee claim to the wrong number.
- Mrs R has provided screenshots from her phone showing that she called Aviva six times between March and July 2023, before she was able to get through to a representative of Aviva to explain that she hadn't received an authorisation number by text. I accept her submissions that these calls were in connection with her trying to chase up the authorisation number for her knee.

- The call duration ranges from 45 minutes to over 90 minutes. And it's reflected that the call on 12 July 2023, when Mrs R was able to speak to someone, lasted almost 2 hours and 10 minutes.
- Aviva has apologised and offered £200 compensation in total. But I don't think it's appreciated the impact this has had on Mrs R.
- I accept being kept on hold for that length of time would've been upsetting and frustrating for Mrs R. She says – and I accept (as I have no reason to doubt) – that she got special permission from her manager at work to make the calls as she knew it was likely she wouldn't be able to complete the call within her break of 30 minutes. I can also see that the calls were made at different times of the days to maximise the chance of getting through to someone.
- I also accept Mrs R's submissions about what was going on for her personally during this time. So, having to contact Aviva and spending this amount of time waiting to speak to someone is likely to have exacerbated an already difficult situation for her. That also includes continuing to live with the pain in her knee and the worry of whether she'd be able to get the authorisation number from Aviva to progress her claim with the hope of getting treatment.
- Mrs R says she was experiencing sleepless nights due to pain and discomfort and her knee was painful when she walked, exercised, sitting and driving. I find her evidence to be persuasive and I've got no reason to doubt it. I accept what she says about that.
- I've taken into account that there were other ways that Mrs R could've contacted Aviva instead of by telephone.
- However, I've seen nothing to show that Mrs R was told that she could access her authorisation code via 'My Aviva' at the time.
- She was sent an authorisation code for the other condition she wanted to claim for in March 2023, which read: "If you need to update your claim, please call us on... or you can update us online through your My Aviva account. Did you know you can make a new claim, manage an existing claim or view your policy and billing information by logging into your My Aviva account...?"
- I'm not persuaded in the circumstances of this case that this message (relating to a different claim) should've reasonably alerted Mrs R that there might be other ways to obtain her authorisation number for her knee. For example, she wasn't looking to manage an existing claim, she wanted her authorisation number. And she'd been assured that she would receive it by text.
- I've also taken into account that Aviva's representative was providing the authorisation number initially in the call in March 2023. Aviva says Mrs R interrupted and asked for it to be sent by email or text. And its representative agreed to this. I don't think Aviva's willingness to provide the authorisation number by phone reasonably absolves it of the responsibility of not providing the number by text as it had agreed to do. Mrs R has explained why she wasn't able to take down the number at the time, which is I think is reasonable and I accept.
- Given the unnecessary and significant impact Aviva's initial error had on Mrs R – and then its subsequent phone waiting times meaning that she wasn't able to get the

authorisation number she'd been promised by text – I don't think £200 compensation is fair and reasonable.

- I think total compensation in the sum of £600 more fairly reflects the significant distress and inconvenience Mrs R experienced (as set out above).

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- I invited both parties to provide any further information in response to my provisional decision.
- Neither party replied.

### **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.

- As neither has provided further information for me to consider, I'm satisfied that there's no compelling reason for me to depart from my provisional decision.
- For this reason and for reasons set out in provisional decision – an extract of which is set out above and forms part of this final decision – I uphold this complaint.

### **My final decision**

- I uphold Mrs R's complaint.
- I direct Aviva Insurance Limited to pay her £600 compensation. From this, it can deduct the £200 offered to her, if this has already been paid.
- Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 12 June 2024.

David Curtis-Johnson  
**Ombudsman**