

The complaint

Mr S complains Aviva Insurance Limited unfairly declined his claim for the cost of a scan.

What happened

Mr S holds a private medical insurance policy together with his wife. The policy is underwritten by Aviva.

In June 2024, Mr S was experiencing severe back pain and contacted his GP. He was prescribed painkillers but the pain persisted and two days later he was examined by the GP. Mr S said the GP was concerned he may have kidney stones and said an urgent CT scan was needed. He said he asked for the scan to be done at a particular private hospital, and this was arranged quickly, taking place within a couple of days of him seeing the GP. He said it would likely have taken much longer to have the scan via the NHS and he was in too much pain to wait.

Mr S raised a claim with Aviva and provided the invoice he received from the hospital. However Aviva declined the claim. It said the policy didn't provide cover for tests requested by a GP.

Mr S complained. And Aviva said it thought it had been correct to decline the claim. It said Mr S was under the care of his GP who had requested the scan, so there was no cover available under the policy.

Unhappy with the response, Mr S brought his complaint to this service.

An investigator here looked into what had happened and said they didn't think Aviva had unfairly declined the claim.

Aviva made no comment on the investigator's view. However Mr S disagreed. In summary he said his issue was the principle of the matter, as he felt he had paid large amounts of money towards his policy, and when he needed to use the cover, his claim was declined.

As Mr S disagreed, the case 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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the policy and the circumstances of Mr S's claim. Having done so, I don't think Aviva has treated Mr S unfairly, and I'll explain why.

Mr S has said he feels Aviva should cover the cost of his claim as a matter of principle, as he has been paying a large amount of money towards his policy and has not often needed to

use the cover. Whilst I understand Mr S's point of view, this is not the way insurance policies operate. The terms and conditions of the policy set out the contract between the insurer and the policy holder, and it's these terms which I must consider when reviewing Aviva's decision to decline the claim.

In this case, Mr S's policy provides cover for diagnostic tests in certain circumstances. In the section "*Treatment covered by your policy*" the terms state: "*All treatment and diagnostic tests must be by and under the care of specialists following referral by a GP, unless otherwise stated*".

And within the general exclusions section, under the heading "*GP charges and treatment*" the policy says: "*We do not cover: Treatment or diagnostic tests requested by a GP such as X-rays, blood tests and scans*".

I'm satisfied that the CT scan Mr S needed was requested by his GP and the results were provided back to him. So it follows that as Mr S was not under the care of a specialist, and the scan was requested by his GP, the cost is not covered under the policy. And so I don't think it's unfair that Aviva has refused to pay the costs Mr S incurred.

And I've not seen any evidence that Mr S contacted Aviva prior to going ahead with the scan. Had he done so, I would have expected the insurer to have discussed the circumstances of the claim and advised that the scan wouldn't be covered.

Mr S has said that he was in excruciating pain at the time the GP advised he needed to have the scan. And he's said that he might have had to wait a lot longer to have the scan via the NHS. Whilst I can empathise with Mr S's situation, this doesn't mean Aviva has treated him unfairly in declining his claim, as it did so in line with the policy terms.

I appreciate Mr S has private medical insurance because he wants to be able to access private treatment when he needs it. But it's important to note that his policy is not intended to provide cover for every situation. It doesn't, for example, provide emergency cover and it's designed to complement the NHS, not replace it.

My final decision

For the reasons I've given, it's my final decision that I do not uphold this complaint. And I make no award against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 March 2025.

Gemma Warner
Ombudsman