

## **The complaint**

Mrs C is unhappy with the way Aviva Insurance Limited handled a claim made under a group private medical insurance policy ('the policy') she had the benefit of. That includes not paying the costs of a follow up appointment with her consultant after she was no longer a member of the policy.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my decision.

## **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.

Having done so, I don't uphold Mrs C's complaint. I know she will be disappointed but for reasons set out below, I'm satisfied Aviva has acted fairly and reasonably here.

- Aviva has an obligation to handle claims fairly and promptly. And it mustn't unreasonably decline a claim.
- Based on what I've seen Mrs C was removed as a beneficiary of the policy by her employer and that took effect around 1 August 2024. Mrs C had an operation around a week before this, the cost of which was covered by Aviva.
- I'm satisfied that Aviva has fairly concluded that the follow up appointment Mrs C attended with her consultant after she was removed as a beneficiary of the policy wasn't covered under the terms of the policy.
- The policy terms say: "if you leave your company, have your membership removed by your company or if you decide to leave the policy, your membership of the policy may cease immediately or cease on an agreed date between you and your company, even if treatment was pre-authorised by Aviva".
- I accept that Aviva had pre-authorised treatment, including the operation and follow up consultation. However, having listened to the call on 18 July 2024 and having considered the other call notes, I'm satisfied that Aviva wasn't aware at that time that Mrs C's membership of the policy was going to be removed. Indeed, it appears that Mrs C didn't know her employment would be coming to an end at that point so she wouldn't have known that her policy membership would be impacted.
- I appreciate Mrs C's disappointment about not having the cost of the consultant's follow up appointment covered under the policy. However, without being told that her policy membership might be coming to an end shortly, I don't think Aviva was under any obligation to proactively inform Mrs C when pre-authorising treatment that if she was removed from the policy before the follow up consultation had taken place, that consultation wouldn't be covered under the policy.

- I've also taken into account Mrs C's point that the follow up consultation was all part of the same treatment she started before the membership ended; that it was an inherent part of the initial operation (the removal of stitches) and its aftercare. I'm satisfied that the operation and follow up consultation were separate and that's why they've been charged separately. In line with the policy terms, even though the follow up consultation had been pre-authorised, I'm satisfied Aviva has fairly concluded that it isn't covered under the policy as she was no longer a member of the policy when the follow up consultation took place.
- I'm satisfied the policy terms also set out that Mrs C may be entitled to benefit from continued private healthcare on an individual basis with no further medical exclusions being applied and directed to call a number to discuss. It says to qualify for continued cover, she needs to apply within 45 days from the date previous cover ceases. Mrs C was also reminded of this in Aviva's final response letter dated 23 August 2024 (so within that period of 45 days). I understand that Mrs C didn't contact Aviva to look into continued cover and I don't think Aviva was under any obligation to proactively provide her with an insurance quote if she hadn't contacted it about this.
- As Mrs C's ex-employer (the policyholder) is responsible for the administration of the policy, I don't think Aviva was under any obligation to tell Mrs C that she would no longer be covered under the policy with effect of 1 August 2024 or that any treatment that had been pre-authorised but not yet taken place would no longer be covered.
- Mrs C says that she is being asked to pay £175 for the follow up consultation with the consultant which is more than Aviva would've been invoiced. It's common for private medical insurers to have agreed rates with consultants / medical facilities. If Mrs C is unhappy with the amount she has been invoiced, she'd need to raise that with the consultant / medical facility directly. That isn't something Aviva is responsible for.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 3 April 2025.

David Curtis-Johnson  
**Ombudsman**