

The complaint

Mr F complains Aviva Insurance Limited unfairly declined his claim for a scan at a private hospital.

What happened

Mr F held a private medical insurance policy together with his wife. And the policy was underwritten by Aviva.

Mr F contacted Aviva on 3 June 2024 by phone. He said he'd emailed a referral letter from his GP, which said he needed to have an x-ray guided injection to his shoulder. Aviva said it would arrange a consultation with an orthopaedic specialist and offered Mr F a hospital which it said was seven miles from his home. I'll refer to this hospital as 'S'.

Mr F was concerned about the distance to the hospital and that he would need someone to drive him due to his shoulder pain. Aviva said it could offer another hospital, although it was a similar distance. I'll refer to this hospital as 'C'.

Mr F expressed dissatisfaction about the hospital options and the distance. Aviva's agent explained Mr F's policy included the 'Expert Select hospital choice' cover and said these were the closest hospitals where Mr F could see a relevant specialist. Mr F accepted the appointment at hospital S.

On 8 June 2024, Mr F attended hospital S for his consultation with Dr J. Dr J completed a form for Mr F to have an MRI scan. However, Mr F has said there was a backlog at hospital S and he would have needed to wait more than a week for the scan. He said Dr J advised he could have the scan sooner at a different hospital which I will refer to as 'P'. And this was booked for 14 June 2024.

Mr F sent an email to Aviva on 14 June 2024 advising that he had been referred by Dr J to have an MRI at hospital P.

On 25 June 2024, Aviva called Mr F to ask him why he'd had the MRI scan at hospital P and why he hadn't contacted the insurer about this. Mr F said the specialist advised him to go to hospital P and he'd not contacted Aviva because he'd been told diagnostics were covered. Aviva's agent said hospital P was not on the 'Expert Select' list. Mr F said he had followed the specialist's advice and hadn't known he wasn't covered to have the scan at hospital P. He said had he been told this, he would have waited to have the scan at hospital S. And Aviva said it would listen to the earlier call to check what Mr F had been advised.

Aviva emailed Mr F on 29 June 2024. It said it had reviewed the call, and thought the 'Expert Select' cover had been explained correctly. And it said it would not settle the bill for the MRI scan from hospital P.

Mr F complained to Aviva. Aviva turned down the complaint. It said it had confirmed a consultation with Dr J at hospital S, but Mr F had a scan at hospital P, which it had not pre-approved. And it said although Mr F had sent an email to advise of the MRI scan, he sent

this on the same day the scan took place, so there had not been opportunity for Aviva to respond and advise this wouldn't be covered.

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

An investigator here looked into what had happened and said they didn't think Aviva had done anything wrong.

Aviva made no comment on the investigator's view. However Mr F disagreed. In summary he said:

- he did not need approval for the MRI as Aviva had approved for him to see Dr J and any diagnostics;
- he was not told the cost of the MRI would not be covered and had he been told this, he would have waited to have the scan at hospital S; and
- he should not be held responsible for any miscommunications between the insurer, the specialist and the hospitals and said Dr J should not have referred him to a hospital which was not approved.

So, 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.

And I've looked at the relevant rules and industry guidelines, which say Aviva has a responsibility to handle claims promptly and fairly and shouldn't reject a claim unreasonably.

Having done so, I'm satisfied Aviva hasn't acted unfairly in declining Mr F's claim. And I'll explain why.

I've first considered the policy terms and conditions, as these form the basis of the contract between Aviva and Mr F. The policy schedule shows Mr F had the 'Expert Select hospital choice' cover. This means he was limited to using specialists and hospitals directed by Aviva, in order to be covered for the costs of any private medical care.

The policy terms say, on page 2:

"Where you're covered for treatment

Expert Select

If you have the Expert Select hospital option, treatment will be covered when it's carried out by the specialist and at the hospital confirmed by us.

If your GP decides you need to be referred for further diagnostic tests or treatment, you must obtain an open referral and contact us. We will then use our clinical knowledge and independent quality data to locate a specialist and hospital for you [...]

If you have treatment with a hospital or specialist that has not been agreed by us, we will not pay that provider's fees."

And treatment is defined as:

“Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve, or cure a disease, illness or injury”.

Aviva declined to cover the cost of the scan at hospital P, as this is not a hospital on its approved list. Mr F has said Aviva had already authorised the scan, so he didn't think he needed any further approval.

I'm satisfied Aviva had approved the consultation and diagnostics at hospital S. And I think the policy terms are clear, in that the costs of treatment carried out at a hospital not agreed by Aviva will not be paid. The policy definition of 'treatment' includes diagnostic tests, so I'm satisfied the term applies here and that Aviva was entitled to decline the claim.

I've also considered what Mr F was told about his hospital options when he first called Aviva. Having reviewed the call from 3 June 2024, I'm satisfied Mr F was told about the limitations of his cover. He was offered a choice of two hospitals – hospital S and hospital C. Hospital P was not offered to Mr F as an option and was not discussed on the call.

Mr F has said the specialist advised him he could have a scan at hospital P. I've thought about this, however the specialist doesn't work for the insurer. So I'm satisfied they wouldn't have known which hospitals were covered under Mr F's policy, and were likely advising him on availability of appointments, rather than any aspect of his insurance cover. And I can't fairly hold Aviva responsible for the information supplied by the specialist.

As I've said, I think Mr F was made reasonably aware of the limitations around hospitals on his policy, and hospital P was not one of the two hospitals offered to him when he had called about seeing a specialist. So I've gone on to consider whether Mr F could reasonably have contacted Aviva ahead of the scan, to check if it would be covered at hospital P.

Mr F emailed Aviva on the day of the scan, and Aviva has said it didn't have the opportunity to respond before it took place. It's said it had other contact methods available for urgent queries, such as telephone which Mr F could have used. And I think that's fair. Mr F's consultation was on 8 June 2024 and the scan took place on 14 June. So I think there was sufficient opportunity for Mr F to have sought confirmation from Aviva that he was covered to have the scan at hospital P. And had he done so, I'm satisfied it's most likely Aviva would have advised him hospital P was not covered under his policy.

It's clear that Mr F feels strongly about this matter, and I appreciate that he's been left out of pocket. But as I've explained, I don't think Aviva's policy wording is unclear, and I think the claim was declined reasonably.

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 F to accept or reject my decision before 27 March 2025.

Gemma Warner
Ombudsman