DRN-5314106

The complaint

Mr and Mrs I are unhappy with the claims process used by Aviva Insurance Limited when making a claim under their private medical insurance policy ('the policy'). They're also unhappy with the service received from Aviva Insurance Limited and the quote they received for the policy when it was due to renew at the end of 2023.

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 Mr and Mrs I's complaint. I know they'll be disappointed but based on what I've seen and for reasons set out below, I'm satisfied Aviva has acted fairly and reasonably.

- Aviva has an obligation to handle claims fairly and promptly. And the policy terms say that if Mr and Mrs I's GP advised that they need to see a specialist, they'll need to ask for an open referral from the GP. The terms also say if Aviva requires completion of a claim form, it'll need five days to assess it and that it might ask for more information to assess the claim such as previous medical records or a doctor's report.

- I appreciate Mr and Mrs I's concern that this process can slow down the claims process. However, I'm satisfied that Aviva acted reasonably by requesting information from their GP to enable it to assess a claim.

- Mr and Mrs I's policy is underwritten on a moratorium basis meaning that it won't cover treatment for a condition if they'd had symptoms of, advice about, or medication diagnostic tests or treatment for that condition in the last five years before the policy started. But there will be cover if they hadn't had medication, diagnostic tests or treat for (or advice about) that condition for a continuous two-year period after joining the policy. It's not unusual for an insurer to ask for information from a GP when a claim is made on a private health insurance policy, particularly when it has been underwritten on a moratorium basis, as is the case here, so that it can check whether a condition is covered.

- The policy terms also say with a moratorium underwriting "the claims process may take a bit longer, as each time you make a claim we'll look at your medical history, and may ask for information from your GP, to understand if your symptoms or condition is new or pre-existing".

- I'm not persuaded that it would be fair and reasonable for me to hold Aviva responsible for any delays made by the GP surgery providing the information it

needed to assess a claim. That's outside of Aviva's control.

- Mr and Mrs I say that the GP surgery said it had sent an invoice to Aviva on 4 January 2023, but that Aviva denied receiving it. However, I've seen no evidence from the surgery that an invoice was sent. I've seen correspondence between Mrs I and the GP surgery from February 2023 where she says that it hadn't previously said that the invoice had been sent to Aviva in early January 2023. So, on the balance of probabilities, I don't think it would be fair to hold Aviva responsible for the any subsequent delays, inconvenience and confusion caused by that.

- In any event, in the correspondence I've seen between the GP surgery and Mrs I in February 2023, the surgery says that Aviva had informed it that Mr and Mrs I would be responsible for the cost of completing the claim form, so the surgery had sent it to Mrs I to pay. The policy terms do say if Aviva requires completion of a claim form, it won't cover the GP fees for doing this if the claim isn't covered under the policy. Further the claim form Mrs I forwarded to the GP surgery to complete says (at the top): "it is your responsibility to arrange the completion and return of this form. If you're charged for the completion of this claim form, we won't pay this cost unless your claim covered by the policy". As the claim was yet to be assessed at that time and Aviva was awaiting the medical information, I don't think it was unreasonable for it not to pay for the completion of the GP claim form at that stage. Nor was Aviva ultimately responsible for any delay caused by not paying the invoice for the claim form.

- I can see that the cost of the policy was due to significantly increase for the policy year 2023/2024. Mr and Mrs I had made claims on the policy, so the no claim discount was due to reduce from 75% to 66%. Further, I can see that Aviva didn't apply the "My Health Counts" discounts they both received for the policy year 2022/ 2023. So, I think these are the main reasons for the proposed increase in premium.

My final decision

I don't uphold this complaint.

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

David Curtis-Johnson
Ombudsman