DRN-5530102

## The complaint

Mr and Mrs C are unhappy that Aviva Insurance Limited declined their private medical insurance claim.

## What happened

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Mr and Mrs C have a private medical insurance policy. Aviva is the underwriter. They selected the Expert Select hospital option on their policy.

On 19 June 2024, Mrs C was unwell and went to the hospital accident and emergency. It was unfortunately discovered that she had a blockage in her heart and would require urgent attention. They contacted Aviva on 21 June 2024 to inform it that Mrs C was due to have surgery on 27 June 2024. Aviva said it couldn't provide cover as the specialist and the hospital were not on the Expert Select hospital list. Mrs C went ahead with the procedure.

Aviva maintained the claim could not be covered and so Mr and Mrs C brought their complaint to this service. Our investigator didn't uphold the complaint. He didn't think the claim had been declined unfairly.

Mr and Mrs C disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

## 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 insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly. I've taken these rules into account when looking at this complaint.

Mr and Mrs C have the Expert Select hospital option on their policy. The terms and conditions state:

> *'If you have the Expert Select hospital option, treatment twill 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 then 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 providers fees.'*

Page 21 provides information about Hospital Charges. This states:

> *'We do not cover hospital charges if you receive treatment at a hospital that has not been confirmed by us.'*

And on page 26, there's information on how to make a claim. This states that the member must call Aviva before going ahead with the treatment. And if the claim is covered, a choice of local hospitals and specialists who meet its quality standards will be given. And it goes on to say that if a member has treatment with a hospital or specialist that has not been agreed by Aviva, it won't pay that provider's fees.

Based on the above terms and conditions and on what happened, it's clear that a claim wouldn't be covered if a member goes ahead with the treatment before receiving authorisation from Aviva. And if the member decides to go ahead, Aviva won't pay the provider's fees.

I note that Aviva informed Mr and Mrs C prior to the procedure going ahead that the claim won't be covered. I also note that alternative specialists and hospitals options were provided to them.

I fully appreciate why Mr and Mrs C decided to go ahead with the procedure without the authorisation from Aviva. And I have every sympathy for them as their priority was to ensure Mrs C had the procedure as soon as possible. But by doing this, the terms of the policy were not met. And therefore, I'm not persuaded that Aviva has declined the claim unfairly.

Mr and Mrs C say that Aviva's terms and conditions do not specifically address the situation that they faced and that this could not be handled under the policy. However, it's not possible for Aviva to highlight every potential scenario under the policy. It's made clear when there is cover and when there isn't. In the circumstances here, I don't think it was unfair or unreasonable for Aviva to have required authorisation prior to the procedure taking place. This is what the terms required.

And in terms of this situation being highlighted in Aviva's promotional material, that's not an issue I can comment on. If Mr and Mrs C want Aviva to address this point, they will need to contact Aviva and raise this separately.

Mr and Mrs C accept that they weren't able to follow the process, but this was because they believed Aviva would allow a degree of flexibility. I don't agree. Mr and Mrs C in this case were informed the claim wouldn't be covered but still went ahead with the procedure. So, I can't see that Aviva failed in the way it handled the claims process or did anything wrong. It's not up to Mr and Mrs C to assume that a degree of flexibility would have been applied. Aviva was already clear that the claim wouldn't be covered if the procedure went ahead with the specialist and the hospital in question.

I do understand that Mr and Mrs C were in a very difficult situation and Mrs C needed urgent medical attention. However, the claim is considered against the policy terms and conditions as this forms the insurance contract between the two parties and that's always the starting place. Aviva informed Mr and Mrs C the claim wouldn't be covered but they decided to still go ahead with the procedure. I can't hold Aviva responsible for this.

Overall, based on the available evidence, I don't think Aviva declined Mr and Mrs C's claim unfairly or outside the terms and conditions of their policy. I'm very sorry to disappoint Mr and Mrs C but it follows that I don't require Aviva to do anything further.

## My final decision

For the reasons given above, I don't uphold Mr and Mrs C's complaint about Aviva Insurance Limited.

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

Nimisha Radia
**Ombudsman**