

## The complaint

Mrs T complains that Aviva Insurance Limited ('Aviva') provided her with misleading documentation for her new private medical insurance policy. She says Aviva's mistake led her to believe a condition was excluded, which later transpired to be incorrect.

## What happened

Mrs T held a previous private medical insurance policy with a different insurer on a moratorium basis. Using a third-party broker, she transferred her cover to Aviva, taking out a Healthier Solutions policy on continued moratorium terms on 2 October 2024. It issued proof of cover to Mrs T on 14 October 2024.

On 13 November 2024, Mrs T called Aviva initially raising concerns about the sale of the policy, to which Aviva directed her to the broker. She called Aviva again on 22 November 2024 to express her concerns about an exclusion which had been set out within the proof of cover document for hypertension.

Aviva reassured Mrs T that the policy wording was correct – it was an inclusion carried over from the former insurer, not an exclusion. However, because Aviva's systems did not operate in the same way as the other insurer, it had mistakenly set out the inclusion under the heading "*Medical Exclusions*".

However, Mrs T told Aviva that she wanted her policy documentation corrected. The following day, Aviva's underwriters agreed to issue the policy documentation again and remove the reference to the exclusion, at Mrs T's request. This was completed on 26 November 2024.

Mrs T complained. In January 2025, Aviva rejected the complaint. It apologised for the confusion Mrs T had been caused, but noted it had now resolved the matter.

Aviva reiterated that Mrs T's previous cover had moratorium underwriting with effect from October 2019 which contained an additional clause to include cover for new conditions related to hypertension. However, it explained that it was unusual to have a policy with moratorium underwriting which contained inclusions or exclusions. For that reason, it had to incorporate the hypertension clause when setting up the new policy; however, its systems had placed the inclusion erroneously under a heading of exclusions.

Mrs T remained unhappy with the outcome of the complaint, and so she referred it to this service. She believed Aviva ought to change its process for setting up new policies for all customers, so nobody else has to go through the same inconvenience that she has suffered. She also said that she had spent considerable time and effort having the issue corrected over a number of weeks, yet Aviva had failed to acknowledge that in any way.

One of our investigators reviewed the complaint and believed Aviva needed to do more to resolve it fairly. He noted that Mrs T spent some effort liaising with Aviva, firstly to obtain reassurance she had the cover she expected and secondly to have the proof of cover document amended. And whilst Aviva did put things right for Mrs T, this was more involved

than it should have been. Our investigator therefore believed £100 compensation was appropriate for the upset and inconvenience caused to Mrs T.

Aviva accepted the investigator's findings. Though she didn't disagree with our investigator's reasoning, Mrs T asked for the complaint to be referred to an ombudsman. She said she didn't feel the stress she had been caused had been properly taken into consideration, as she had gone through months of uncertainty.

She also noted that had she needed to pursue a hypertension claim during that period, she'd have experienced additional worry that it wouldn't be paid. Finally, Mrs T said that until she had the new documentation, she was in a period of ambiguity about her cover – and she still feels Aviva should give an undertaking that no other customer will suffer the consequences of this type of mistake.

### **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.

I thank both parties for their patience whilst this matter has awaited an ombudsman's decision. Having reviewed this complaint carefully, I agree with the outcome reached by our investigator in terms of what Aviva ought to do to resolve this complaint. In summary, my findings are:

- Following the transfer of the cover, Aviva issued a proof of cover document which set out:  
*“Medical Exclusions  
We will pay benefit for any investigations and treatment related to any new medical conditions associated with hypertension which arise after enrolment”.*
- It is clear from an objective reading of the wording above that any claim for new conditions associated with hypertension are included, not excluded. Nonetheless, by Aviva citing that wording under the heading of medical exclusions, it created confusion for Mrs T.
- I am pleased to note that Aviva agreed that it should not have set out the wording in the way it did. It did not have any other section for inclusions, so its systems set it out under exclusions by mistake. In addition to apologising to Mrs T, Aviva now agrees that some compensation is due for that mistake, as it caused Mrs T undue concern.
- Aviva also had one earlier opportunity to assist Mr T sooner than it did. Mrs T called Aviva on 13 November 2024 with her concerns about the policy wording but the issue was referred to the broker, when it could have been reviewed by the call handler.
- However, I am also mindful that when Mrs T spoke with Aviva again on 21 November 2024, it did reassure her that she was insured for any new medical conditions associated with hypertension. And whilst she said she remained concerned about the scope of that inclusion until she had the certainty of the written change, Aviva sent the updated documentation within three working days of the telephone call.
- I consider that the error had a short-term impact on Mrs T of just over one month from her identifying the issue on the documentation to Aviva's underwriters sending her a fresh proof of cover which expressly said the policy had no medical exclusions.

- As well as putting right any financial losses in a complaint, we also consider the emotional or practical impact of any errors on a complainant. In doing so, we do not fine or punish businesses; the Financial Conduct Authority ('FCA') undertakes the role of regulator. Instead, we consider the impact upon a complainant.
- Overall, I am satisfied that £100 is a fair amount for Aviva to pay in circumstances where its mistakes caused worry and disruption for Mrs T, which took a reasonable amount of effort on her part to resolve. I haven't considered the prospect of additional impact on Mrs T based on the prospect of her needing to lodge a claim for a new condition associated with hypertension, as this is not something that happened during the one month between the policy documentation being issued and reissued.
- Mrs T may wish to review the guidance available on our website which explains the amounts and types of awards made in instances of upset, trouble, inconvenience and distress caused by businesses in the complaints we see at this service.
- Finally, I recognise Mrs T wants Aviva to commit to amending its processes so no other policyholders undergoing transfers would have policy wording indicating an inclusion rather than an exclusion. Aviva says it cannot do this - it says other customers may feel having an inclusion on their policy offers greater clarity as to what a policy will cover.
- As I set out above, the FCA operates in the capacity of the regulator. And my role isn't to decide if Aviva has reasonably drafted policy terms for other customers. Rather, I have assessed whether it has treated Mrs T fairly in all the circumstances of the complaint before me. Since Aviva could have provided clearer policy wording and identified Mrs T's complaint issue at an earlier opportunity, compensation is warranted for those errors.

### **Putting things right**

Aviva must pay Mrs T £100 for the inconvenience and upset she has suffered.

### **My final decision**

For the reasons given, I uphold this complaint. I require Aviva Insurance Limited to make payment to Mrs T as directed above. I make no other award. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 18 September 2025.

Jo Storey  
**Ombudsman**