DRN-5837299

The complaint

Mr M is unhappy with how Aviva Insurance Limited (Aviva) has handled his private medical insurance claim and with the worry and stress that was caused as a result.

What happened

Mr M has a private medical insurance policy through his employer which started on 1 September 2023. Aviva is the underwriter of the policy.

In November/December 2024, Mr M contacted Aviva to request authorisation for tests and consultations with a specialist. This was confirmed by Aviva on 6 December 2024 by text message which said the cover was available for the next six months and that Mr M needed to contact Aviva if he had a change in hospital/specialist or he receives a diagnosis or requires treatment.

Mr M saw a specialist on 15 February 2025 and on 8 March 2025. A diagnosis was confirmed.

On 18 March 2025, Aviva was contacted by the hospital where Mr M was due to have treatment the following day. Mr M hadn't updated Aviva that this treatment was going to be taking place, and he also hadn't obtained authorisation from Aviva for this.

Aviva contacted Mr M to send the clinic letter from the consultant so it could assess cover for the treatment. It also informed Mr M that if he went ahead with the surgery, then it wouldn't be responsible for paying the cost of this.

On 26 March 2025, Aviva received the medical information which was assessed, and authorisation was provided to Mr M on 28 March 2025 for the surgery to take place.

Mr M made a complaint to Aviva. He said the timing of the request for medical information wasn't acceptable. This caused Mr M extreme stress and worry and has affected him psychologically.

Aviva responded and said it had requested Mr M to provide an update on the claim, but it didn't receive anything. It was only when the hospital contacted Aviva that it became aware of the surgery Mr M was due to have the following day. However, at this point, Aviva couldn't authorise the surgery as it needed further medical information to assess the claim. Aviva acknowledged that it was difficult for Mr M to get through to it and said he could also make contact online, as well as on Saturdays.

Unhappy with Aviva's response, Mr M brought the complaint to this service. Our investigator didn't uphold the complaint. He didn't think Aviva had acted unfairly.

Mr M 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.

The above is intended to provide just a summary of the situation. I fully appreciate Mr M's strength of feeling on the matter and I want to reassure him that I've seen and considered the detailed submissions he has provided about his complaint. But it is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr M. Rather it reflects the informal nature of our service, its remit, and my role in it.

I've considered the relevant policy terms and conditions. Page five of the policy booklet confirms: *'We maintain the right to request a report from the GP or Specialist to get full details before we consider treatment under a named referral.* I*f a member has treatment with a hospital or specialist that has not been agreed by us, we will not pay that provider's fees.'*

In line with the moratorium policy underwriting terms, I don't think it was unreasonable for Aviva to have requested further clinical information. Mr M was made aware on 6 December 2024 that he needed to contact Aviva if there was a diagnosis or if he needed further treatment. From the information available, I can't see that he did this. And it was only when the hospital contacted Aviva on 18 March 2025, the day before the surgery was due to take place, that Aviva became aware. And once it had received the clinical information to assess the claim, the surgery was approved on 28 March 2025.

Having considered everything carefully, I don't think Aviva treated Mr M unfairly or outside the requirements of the policy. Mr M also had the responsibility of updating Aviva on any changes following the consultation and I can't see that Aviva had approved any further treatment. Aviva simply followed its process in requesting clinical information so it could assess Mr M's claim. It did this without causing any delays and Mr M was then able to have his surgery.

I realise Mr M is unhappy with the stress and worry he experienced during this time. It must have been distressing not knowing whether his surgery would be approved and especially just before it was due to take place. It also must have been worrying not knowing whether the cost of the surgery would be paid. I have every sympathy for Mr M and understand it was difficult. But ultimately, had he made Aviva aware of the updated situation regarding his diagnosis and his scheduled surgery, it's highly likely the majority of this could have been avoided; Mr M had the follow-up consultation on 8 March 2025, and his pre-admission checks were done on 13 March 2025, so he had time to contact Aviva before the surgery.

I've listened to the call recordings. On 18 March 2025, Mr M said to Aviva that '*he had left it to them, and he didn't realise…*' He said he couldn't get through to Aviva anyway. I can understand why he didn't think he needed to contact Aviva, but a text message was sent to him on 6 December 2024 which confirmed that he needed to update Aviva when he had a diagnosis or required treatment. Based on what I've seen, Mr M was required to inform Aviva of the treatment recommended by the specialist before it was due to take place on

19 March 2025. I'm afraid I can't make Aviva responsible for this.

I understand that Mr M is unhappy with the calls he received from Aviva about the treatment and that it was difficult for him to get through on the telephone. I don't think it was unreasonable for Aviva to request clinical medical information from Mr M. I don't agree that there was no way for him to get in touch with Aviva by call, email or online. I accept that calls took longer to answer but I'm not persuaded that it was up to Aviva to sort out the issue the day before the surgery was due to take place. Essentially, Mr M was going ahead with treatment for which he hadn't received authorisation from Aviva. The policy terms are clear that he would need to obtain authorisation prior to the treatment so that's not something I can hold Aviva accountable to.

I also don't agree that the Aviva call handler got things wrong on the call of 18 March 2025. He was trying to find out the condition and whether the treatment could be authorised. After obtaining information from Mr M, he decided to refer this and requested a clinical letter. He acted professionally and explained the process to Mr M. I don't think that's unreasonable or unfair. Whilst I agree the call was distressing for Mr M, I don't think that's necessarily because of what Aviva did. I'm also sorry that Mr M didn't go back to work following the surgery but from what I've seen, Aviva was required to ask for this information (even if it was the day before the surgery) as per the terms and conditions of the policy.

Overall, in the circumstances of this complaint, I'm not persuaded that Aviva acted incorrectly in requesting clinical information or that the service it provided was poor. It reviewed the clinical information and authorised Mr M's treatment without causing any delays and Mr M had the surgery. I'm not persuaded that Mr M is due any compensation. It follows therefore that I don't require Aviva to do anything further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 December 2025.

Nimisha Radia
Ombudsman