

## The complaint

Mr and Mrs R complain because Aviva Insurance Limited only paid part of a claim under their private medical insurance policy.

## What happened

Mr and Mrs R held a private medical insurance policy, provided by Aviva.

In April 2025, Mr R made a claim for NHS cash benefit following admissions which Mrs R had at two hospitals. Mr R says Aviva originally told him the claim was eligible for both hospital stays. However, Aviva subsequently said there was no benefit payable for the second hospital stay because the policy didn't cover rehabilitation care. And, Aviva said only part of the claim for the first hospital stay was covered, because it wouldn't pay for claims for the first three nights following an accident or emergency admission.

Unhappy, Mr R complained to Aviva before bringing the matter to the attention of our Service.

One of our Investigators looked into what had happened and said she didn't think Aviva had acted unfairly or unreasonably in the circumstances. Mr R didn't agree with our Investigator's opinion, so the complaint was referred to me. I made my provisional decision about Mr and Mrs R's complaint in November 2025. In it, I said:

*'I'm sorry to hear about the circumstances that led to this complaint, and I hope Mrs R is now in better health.*

*When reaching my provisional outcome, I can only consider the regulated activities which Aviva is responsible for, and that is the decision to partially pay Mr and Mrs R's claim. Aviva is also responsible for the content of the policy information sent to Mr and Mrs R and, in this case, also assumed responsibility for providing policy documentation to Mr and Mrs R after the policy was sold to them by an independent broker.*

*Mr and Mrs R have brought a separate complaint to our Service about the independent broker's obligations when selling them this policy, which I can't comment on here.*

*Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. An insurer must also produce certain documentation about a policy which includes, but is not limited to, information about any significant or unusual exclusions or limitations on cover. I've taken these rules, alongside other relevant considerations such as Consumer Duty principles, into account when making my provisional decision.*

*Mr and Mrs R's policy, in common with many similar private medical insurance policies on the market, excluded cover for claims relating to rehabilitation care. The discharge report which I've seen from the second hospital states Mrs R was transferred there for ongoing rehabilitation and was discharged once rehabilitation goals had been achieved. I've taken into account Mr R's comments about the standard of rehabilitation actually provided and that*

*Mrs R was also receiving some treatment but based on the available medical information, I don't think Aviva's decision to decline the claim for the second hospital stay was unfair or unreasonable in the circumstances. If Mr R obtains further evidence from the second hospital confirming that the stay wasn't rehabilitative then he would need to present this to Aviva for it to consider in the first instance before our Service would have the power to comment on it.*

*The policy terms and conditions also say NHS hospital benefit isn't payable for the first three nights following an accident or emergency admission, which I'm satisfied applied to the circumstances of Mrs R's first hospital stay. So, I don't think it was unfair or unreasonable for Aviva to pay only some of the claim for the first hospital stay.*

*I acknowledge Mr R is unhappy because Aviva hasn't been able to locate a copy of a call that took place in early April 2025. I note that Aviva didn't have all the details about the claim at the time and, as such, I think it's unlikely Mr R was given a definite guarantee that the entirety of this claim would be payable. But, even if I accept this was the case, I wouldn't necessarily think it's fair or reasonable to require an insurer to pay a claim outside of the policy terms and conditions which it had mistakenly said was covered.*

*I've taken into account what Mr R has said about the content of the brochure he was given about the policy. It's not possible or practical for such documentation to list every exclusion that applies to the contract. I don't think the exclusions which Aviva has relied on are significant or unusual, so I don't think there was an onus on Aviva to specifically highlight them. And, I note the brochure does say that cover is provided for acute conditions. Rehabilitation care wouldn't fall under the definition of an acute condition.*

*Our Investigator incorrectly told Mr R that the broker was responsible for sending him and Mrs R the policy terms and conditions. Aviva was in fact responsible for this in these circumstances and has said it sent the terms and conditions to Mrs R on 23 October 2024. I've attached a copy of the letter. I have no reason to doubt this letter was sent but, even if Mrs R didn't receive it, this doesn't mean it would be fair or reasonable to disregard the terms of the contract which applied.*

*I know my provisional decision will likely disappoint Mr and Mrs R, but I must reach an independent and impartial outcome which I think is fair and reasonable to both parties in the circumstances. For the reasons I've outlined, I don't currently intend to direct Aviva to do anything more.'*

Mr and Mrs R said they had nothing further to add in response to my provisional decision. Aviva didn't respond.

### **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.

As neither party have provided any new information or additional submissions, I see no reason to change my provisional findings.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 7 January 2026.

Leah Nagle  
**Ombudsman**