

The complaint

Mrs L has complained about the way Aviva Insurance Limited ('Aviva') dealt with her claim.

What happened

Mrs L has a private medical insurance policy underwritten by Aviva.

Mrs L arranged to have treatment abroad and paid privately for her procedure. She asked Aviva if any check-ups would be covered under the policy.

Aviva authorised the check-up. But it told Mrs L the hospital she wanted to use wasn't available within the network and arranged an appointment at a different hospital. Aviva apologised for the error and offered £50 compensation for the inconvenience caused.

Following Mrs L's appointment, her consultant said she needed a further test but the equipment wasn't available at the hospital. So her consultant wrote a letter to support a claim for a further test which was sent to Aviva.

Aviva reviewed the letter and said that the original surgery Mrs L had wasn't covered under the terms of the policy and so no further tests would be covered. Mrs L complained and unhappy with Aviva's response, referred her complaint to this Service.

Our investigator looked into the complaint but didn't uphold the complaint. Mrs L disagreed and in summary, has made the following comments:

- Aviva did not follow their own procedures and she was never asked for a GP letter.
- The procedures for cataract surgery and replacement lens surgery are exactly the same – it is being suggested that Mrs L misled Aviva about the surgery.
- Replacing the lens was to eliminate the risk of cataracts developing or worsening.
- Aviva should never have authorised the appointment in the first place without checking more thoroughly.

And so the case has been passed to me to decide.

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 think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

- The policy has the following exclusion and says benefits will not be available for treatment: *“of myopia or hyperopia, such as laser eyesight correction surgery.”*
- Aviva declined further tests and said there was no cover for refractive or corrective vision surgery and in a letter dated February 2023, her consultant had confirmed that Mrs L had had refractive treatment with multifocal lenses implanted and the lenses that were used were the cause of her symptoms.
- Aviva accepts it initially gave Mrs L incorrect advice when she first called and this advice was corrected and she was told which hospital she could use.
- Once Aviva became aware that the original surgery abroad was ineligible treatment, any further check ups were excluded under the terms of the policy.
- I don't think Aviva has acted unreasonably. It acted and provided authorisation based on the information it had available. I don't think Mrs L deliberately misled Aviva, but as it didn't have the full information, I don't think it is responsible for providing cover and later declining any further check ups based on the timeline of events.
- Mrs L says Aviva never should have authorised check ups to begin with but it acted based on the information it had which I think was reasonable in the circumstances. The initial check up was covered so Mrs L benefitted from this. The further test wasn't authorised as it is excluded under the terms and conditions of the policy. So I won't be asking Aviva to do anything further.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 20 October 2023.

Shamaila Hussain
Ombudsman