

The complaint

Mr H complains that he has been misled by Aviva Insurance Limited about its digital GP service under his private medical insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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 agree with our investigator's conclusions, and for these reasons:

- I can appreciate it would have been frustrating for Mr H when he had to wait in order to access the digital GP service. However, this is a discretionary benefit offered by Aviva to its members, and doesn't form part of the insurance contract.
- Aviva sent Mr H's comments to the company that provides the GP service for them to look into and provide a response to Mr H. I'm satisfied that was reasonable.
- Aviva's brochure says that the digital GP can give round the clock access to a GP. Whilst I understand the service is available 24 hours a day, Aviva doesn't guarantee an appointment within a particular timeframe. I don't think Aviva has misled Mr H about this.
- Although Mr H wants Aviva to return his premiums paid since taking out the policy, I don't require it to do so. The premium was paid in return for the risk taken by Aviva to pay any valid claims under the policy. I therefore see no reason to require Aviva to refund Mr H's premiums. As I've said, the digital GP service was a discretionary benefit offered by Aviva, which means it was under no obligation under the policy terms to provide this service.

For these reasons, I don't uphold this complaint.

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 H to accept or reject my decision before 12 October 2023.

Chantelle Hurn-Ryan
Ombudsman