

The complaint

Mr H complains that Aviva Insurance Limited has refused to cover the full cost of private treatment 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 the conclusions reached by the investigator, and for these reasons:

- When Mr H took out the policy, he selected the 'key hospital' list. That meant that hospital charges for in-patient treatment would be covered in full if he had the treatment at a hospital on that list. However, Mr H chose to have treatment at a hospital not on the list.
- That decision was of course up to Mr H, but that doesn't mean Aviva needs to cover this. So long as Aviva could provide an alternative hospital where Mr H could have the procedure, and this was within a reasonable distance of his home (we usually say around 50 miles), then I wouldn't expect Aviva to step outside the terms of the contract and cover the costs.
- Mr H says he doesn't think he could have had his procedure at any of the hospitals on his hospital list. But Aviva found a specialist who could carry out the procedure at a hospital on his list. This was 27 miles away from his home, and I think this was within a reasonable distance for him to travel. So I'm satisfied that Aviva found a suitable alternative for Mr H where the fees could be covered in full under his chosen hospital list.
- The policy says that if the insured has treatment at a hospital not on their hospital list, then Aviva will calculate the average cost of hospital charges for equivalent treatment across all hospitals on the list, and that is the maximum it will pay. And it will cover specialist fees up to the limits in its fee schedule. I'm satisfied it was reasonable for Aviva to therefore settle the claim on this basis, as this was in line with the policy terms.
- Mr H has also complained about the length of time he had to wait to get through to Aviva by phone. I see that Aviva recognised that Mr H had to wait too long and paid him £50 compensation for this. I'm satisfied that was reasonable and reflected the level of impact to Mr H.

I therefore 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 9 November 2023.

Chantelle Hurn-Ryan
Ombudsman