

The complaint

Mrs R is unhappy with the service received from Aviva Insurance Limited after making a claim on the private medical insurance policy ('the policy') she has the benefit of.

What happened

Mrs R made a claim for mental health treatment under the policy. Mrs R is unhappy with the service received from certain therapists, including one therapist not contacting her to start her online appointment, then being charged a fee by the independent third-party provider for missing the appointment and saying that she couldn't continue with any treatment until the fee was paid by her.

That fee was eventually set aside by the independent third-party provider, but Mrs R is unhappy with the overall way she was treated by them and Aviva. She complained to the Financial Ombudsman Service.

Our investigator looked into what happened and partially upheld her complaint. She concluded that we can't consider concerns raised about the independent third-party provider, but she did recommend that Aviva pay £75 compensation for when she felt Aviva ought to have communicated better with Mrs R.

Aviva accepted the recommendation. Mrs R asked for an Ombudsman's 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.

Aviva has an obligation to treat customers fairly.

When making a claim for a mental health condition under the policy, Mrs R is directed to contact Aviva and its independent mental health provider would arrange the most appropriate treatment for her.

I know Mrs R is unhappy with the service she received from the independent third-party provider. However, I don't have the power to consider the concerns she's raised about them, or the individual therapists engaged to provide professional services to her. In the circumstances of this complaint, I'm satisfied that those aren't concerns about Aviva carrying out the contract of insurance. And Aviva's obligations were complete as soon as access to the benefit under the policy had been given to her and the independent third-party provider arranged for Mrs R to see the clinician.

I've focussed on whether Aviva has acted fairly and reasonably in the way in which it managed the claim, as opposed to the actions of the independent third-party provider.

In Aviva's communication dated June 2023, it explained that the independent third-party provider contacted Mrs R to ask if she would like to continue with her therapist or be

reallocated. And as they didn't receive a reply, the therapist contacted her to book an appointment. It said: "please accept my sincerest apologies for how this made you feel but please be reassured that should you wish to continue your treatment and reallocate to another therapist, you can contact [the independent third-party provider] and they will endeavour to accommodate you".

Mrs R responded a few days later, setting out her concerns in greater detail as she didn't think they had been properly addressed. She listed a number of points. I'll refer to this as "Mrs R's correspondence".

Towards the end of Mrs R's correspondence, she says that Aviva "asking me to get involved again with the people who nearly tipped me over the edge because of endless failings and incompetencies" was unfair. And that "I gave them multiple chances to put right their wrongs and they just continued to fail every time. I just cannot put myself at that much risk with how fragile I am. I look forward to hearing from you".

Aviva responded in August 2023 to say that it had cross referred the points raised in her correspondence and felt that it had responded to all the points raised. And that it had nothing further to add.

Mrs R told our investigator in September 2023 that "I wasn't offered any alternatives or advised of my options, they've just left me dangling, stating my case is with the Ombudsman. Under the circumstances I would have thought that at the very least they would have explained my options e.g. another supplier, financial assistance if I wanted to appoint my own clinician...etc but I've heard nothing from them so I've been in limbo not knowing how to proceed whilst waiting for yourselves to review my case".

Whilst I'm satisfied that under the policy, it was reasonable for Aviva to direct Mrs R back to the independent third-party provider if she wanted to continue with her treatment, I think it also reasonably ought to have responded to Mrs R's correspondence to reiterate that this route was available to her if she wanted to continue with treatment. I'm satisfied, by not responding, Mrs R was kept in limbo, as she says. And I'm satisfied this caused unnecessary upset and uncertainty at an already difficult time for her when she was vulnerable. I think £75 compensation fairly compensates her for this distress.

Other than this, I'm satisfied that Aviva has acted overall fairly and reasonably in its dealings with Mrs R and the handling of her claim in respect of the issues I have the power to consider in respect of the concerns Mrs R has brought to the Financial Ombudsman Service.

My final decision

I partially uphold Mrs R's complaint and direct Aviva Insurance Limited to pay her £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 23 May 2024.

David Curtis-Johnson
Ombudsman