

The complaint

Mr S is unhappy that Aviva Insurance Limited (Aviva) partially settled his private medical insurance claim.

What happened

Mr S has a private medical insurance policy with Aviva.

In January 2024, Mr S was unfortunately unwell and went into Accident and Emergency. He was admitted into hospital and stayed there until he was discharged on 2 February 2024.

Mr S submitted a claim to Aviva for the NHS cash benefit available under his policy. Aviva accepted the claim and settled this for two nights for £100 per night.

Unhappy, Mr S made a complaint to Aviva. He said Aviva should have paid him for three nights' stay in the hospital. And Aviva didn't help him with the facilitation of the private ambulance transfer.

Aviva responded and said the discharge summary confirmed that Mr S stayed five nights in total at the hospital and as he wasn't eligible for the first 3 nights. So, it paid him for two nights. And regarding the issue with the private ambulance transfer, Aviva said it can authorise cover for the transfer. But it doesn't arrange the transfer itself as this would be for the treating NHS team to arrange directly with the private hospital.

Mr S brought his complaint to this service. Our investigator upheld the complaint in part. He recommended that Aviva pay Mr S for three nights as he stayed there six nights in total. But our investigator didn't think Aviva had treated him unfairly in regard to the private ambulance transfer.

Aviva accepted the investigator's findings to settle the claim for the one further night of hospital stay.

Mr S disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

The relevant rules and industry guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of Mr S's complaint.

At the outset, I acknowledge that Mr S has strong feelings about the way his claim has been handled. But my role is to reach an independent and impartial outcome that's fair and reasonable, based on the information available to me.

I note that Aviva has agreed to pay Mr S the additional one night of his hospital stay so I don't need to comment on this issue further.

The key issue for me to therefore determine is about the private ambulance transfer under Mr S's policy. I note that Mr S has said that the issues have caused him distress and inconvenience, so I'll also look at whether I think he's been treated fairly in the overall circumstances of this complaint.

Page 13 of the policy booklet sets out the cover available:

'Private ambulance

We cover travel by a private ambulance to the nearest available facility if:

- *If it is needed in connection with treatment as an in-patient or day-patient that is covered by your policy, and*
- *Your travel between hospitals as part of your treatment as an in-patient or day-patient, and*
- *It is medically necessary for you to travel by ambulance.'*

There's no dispute here that Mr S had cover for the private ambulance transfer under his policy. But Mr S says no-one at Aviva facilitated his transfer. He had to wait three nights for Aviva to arrange the private ambulance transfer from 29 January 2024 to 31 January 2024. In the end, as Aviva didn't facilitate the transfer, so he had to continue the care at the NHS hospital.

I've considered all the information provided by both parties, including the claims notes and listened to the call recordings provided by Aviva.

In the call of 29 January 2024, Mr S informed Aviva the name of the consultant at the private hospital. The advisor confirmed if it was a medical necessity, Aviva couldn't arrange the transfer, but it could cover this under his policy. She also informed Mr S that Aviva didn't have any ambulances and said the treating NHS hospital had to hand-over the notes. When Aviva puts cover in place, it would be for a block of three nights. Mr S would need to keep Aviva updated. And, in terms of the private transfer, he could arrange his own transfer and Mr S could be re-imbursed by Aviva. The advisor confirmed cover for three nights.

In the call of 30 January 2024, Mr S said he'd got in touch with the private hospital, but they hadn't received a referral from Aviva. The advisor confirmed he would need transfer notes from the treating NHS team, not just the discharge summary. Mr S asked the advisor that it wouldn't be doing anything in regard to the actual transfer. In response, the advisor confirmed they are not medically trained and whilst it has authorised the transfer, it's not responsible for arranging the transfer as that would need to be done by the medically trained NHS team.

Based on both the calls, I think it was clear that Aviva would only authorise the cover and the transfer would have to be arranged between the two hospitals by the NHS team. Aviva clearly said it would not be making the booking with the private hospital. Mr S said he waited between 29 January 2024 to 31 January 2024 for Aviva to arrange the transfer. But there's nothing within the two calls to suggest that Aviva had agreed to do this. I can't see that any of the information Aviva provided was incorrect. So, I'm not sure why Mr S would have been waiting for Aviva to get in touch with him when both calls ended with Aviva saying that it would not arrange the transfer itself.

Whilst I understand that Mr S wanted Aviva to liaise with the hospital and said it could have done more, this isn't Aviva's responsibility. It explained clearly on both the calls what it can and can't do. And based on the call recordings, I think Mr S clearly understood the information Aviva gave to him on the next steps – there was no confusion or ambiguity in the calls.

And, in relation to the distress and inconvenience caused to Mr S, making an insurance claim inevitably involves an element of inconvenience for the policyholder. I've considered Mr S's comments and I don't think an award for compensation is fair in the circumstances. Aviva has communicated with Mr S through the process and answered his questions without causing confusion. I realise that Aviva could have offered to settle the complaint with the one further night, but it has now accepted this. Whilst Mr S wasn't always satisfied with the answers Aviva provided, I don't think it means Aviva did anything wrong overall.

I understand the strength of Mr S's feelings about how the claim has been handled and I know my answer will be disappointing for him. But as Aviva has agreed to settle for the one further night and appropriately dealt with his questions, I'm satisfied it has acted fairly and reasonably and in line with the policy terms and conditions.

Putting things right

Aviva needs to put things right by:

- Settling the remaining part of Mr S's complaint subject to the terms and conditions of his policy. It should pay the one further night of £100 under the NHS hospital benefit on his policy. And add 8% simple interest per annum one month from the date of the claim to the date of settlement.

It must do this within 28 days of the date on which we tell it Mr S accepts my final decision. If it takes longer, Aviva must give Mr S a meaningful update setting out the timeframe when it will settle the claim.

My final decision

For the reasons given above, I partially uphold Mr S's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 December 2024.

Nimisha Radia
Ombudsman