

The complaint

Mrs L is unhappy with Aviva Health UK Limited's decision not to apply a discount to her renewal premium and the poor customer service she received.

Mrs L brings her complaint through a representative but, for simplicity, I'll refer to all submissions as being made by her personally.

What happened

Mrs L had private medical insurance with Aviva for many years. She usually participated in a scheme to reduce the cost of her premium called Q score. Mrs L said Aviva failed to notify her ahead of her 2025 – 2026 renewal in January to complete the questionnaire and so she lost out on qualifying for the scheme. Mrs L decided not to renew her policy with Aviva in January 2025 because it refused to retrospectively accept her Q score application and apply the discount.

Aviva said it sent reminders to Mrs L in 2024 on 1 August, 1 September and 1 October and that it didn't receive a response within the qualifying period. Aviva maintained its position to withhold the discount for that reason. Aviva decided to pay Mrs L £75 compensation for poor service. It said Mrs L was passed between different departments to try and resolve the issue and it recognised that wasn't fair.

Our investigator partially upheld this complaint. He was persuaded by Aviva's decision not to award the discount for the renewal premium but felt the compensation for the poor service should be increased by a further £75, making a total of £150 compensation for the distress and inconvenience caused. He noted Mrs L had asked Aviva, on several occasions, to show evidence the reminders had been sent and that didn't happen in good time.

Aviva accepted his opinion, but Mrs L didn't. In summary, she said the compensation is inconsequential. Aviva's decision not to allow her the discount gave her no other option but to leave for another insurer. She explained this meant she lost elements of cover she otherwise would have continued to benefit from had she remained with Aviva. She would like Aviva to offer her the opportunity to complete the Q score and reinstate her cover at an adjusted price. And so, it's for me to make a final 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've decided to partially uphold it, for the same reasons explained by our investigator. I agree with the increase in compensation he recommended as I think it fairly reflects the impact and frustration Aviva caused Mrs L. But I don't think Aviva should do anything more in respect of this complaint and that extends to the request made by Mrs L for Aviva to reinstate cover. I'll explain why.

I've considered the relevant rules and industry guidance in this case. Aviva should provide

support to its consumers to help them manage their policies. In this case, Mrs L wanted to reduce the overall cost of her policy and so I've thought carefully about Aviva's actions and whether it gave her support to do that.

It's not in dispute Mrs L didn't complete the Q score to qualify for the scheme and I've carefully considered her arguments about why that was. Mrs L initially said Aviva didn't send her reminders to complete the Q score but later conceded that she received one by email on 1 August 2024. Aviva said it sent two more emails on 1 September and 1 October. The evidence I've seen supports Aviva's position here as its system logs show all three reminders were sent. In addition, Aviva's evidence shows the October reminder was opened the day it was sent and so I'm persuaded the evidence shows Aviva sent the reminders.

Mrs L argued she hadn't received those two reminders and suggested her email security could have been compromised. Even if that were the case, Mrs L still accepts she received the reminder Aviva sent on 1 August and Aviva's evidence shows this was also opened. And so, I think she ought reasonably to have been aware she needed to complete the Q score the same way she had done in the preceding years. I've considered the terms for the scheme. They explain;

"If you choose to participate in our MyHealthCounts programme, you may receive a discount on your premium. This discount on your premium can go up or down at your renewal date, depending on the Q score you achieve. The premium discount will depend on you completing your online Q score in full and on time"

And;

"The qualifying Q Score is required to be submitted to us between the first day of the 6th month and the last day of the 9th month of the policy year; [Aviva] may remind you when this information is required. If we do not receive your Q Score as requested you will not qualify for any discount"

I've highlighted this because I think it adequately sets out Aviva's and Mrs L's responsibilities in respect of this complaint. Aviva says it *may* remind Mrs L when she needs to complete the Q score and I'm satisfied Aviva did that because the evidence shows reminders were sent. Mrs L also accepts she received the reminder in August 2024. Aviva's terms also make it clear that the premium discount is dependent on receiving the Q score within the time limit. And so, because that didn't happen, Aviva didn't need to offer it in the circumstances.

I know Mrs L feels this is unfair because she didn't receive the other reminders, but the test in this case is whether Aviva sent them and not whether they were received.

Mrs L's asked that Aviva reinstate her cover and for it to allow her to complete the Q score retrospectively. In other words, Mrs L would like her existing policy back, on the same terms, with scheme reduction applied to the overall cost of the policy.

I understand her reasons behind that request, particularly as she's lost out on elements of cover with her new policy having a moratorium underwriting clause. But even if I agreed that was a fair outcome in this case – and to be clear, I'm not persuaded it is for the reasons I've explained – I wouldn't be able to compel Aviva to offer a policy or even the terms upon which it should do that. It remains Aviva's commercial right to decide who to offer cover and the underwriting terms that apply in those circumstances. I should also highlight Mrs L's cover was cancelled when she chose to leave Aviva and not because of a mistake made by the insurer.

Putting things right

I agree a total of £150 compensation is fair in the circumstances of this complaint for the reasons explained by our investigator. Mrs L was unable to get the answers she needed in good time, or even speak to the right person to understand what had gone wrong. Aviva had already paid £75 to recognise the poor service for that and has also agreed to the increase in compensation. If Aviva hasn't already, it must pay the additional compensation to put things right.

My final decision

I'm partially upholding Mrs L's complaint for the reasons I've explained. Aviva Insurance Limited must now pay the remaining compensation owed, bringing the total compensation awarded to £150 for the distress and inconvenience caused by the poor customer service Mrs L received.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 11 October 2025.

Scott Slade
Ombudsman