

## **The complaint**

Ms K, Mr S and Mrs S have complained that Aviva Health UK Limited won't honour a quote to add Mrs S to a private medical insurance policy.

As it is Ms K leading on the complaint, I will mostly just be referring to her in this decision.

## **What happened**

Ms K contacted Aviva to enquire about adding her mother to their existing policy and was given a quote for doing so. However, when she tried to arrange that, she was told it was not possible to add a parent.

In responding to the complaint, Aviva maintained its decision about not being able to add her mother to the policy. However, it acknowledged that she had been given incorrect information and so paid her £75 compensation for poor service.

Our investigator thought that Aviva had acted reasonably in not adding her mother to the policy, in line with the policy terms and conditions. He also thought that its offer of £75 compensation was appropriate for the distress and inconvenience caused by the misinformation.

Ms K disagrees with the investigator's opinion and so the complaint has been passed to me for a 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.

Looking at the policy conditions, they set out who can and can't be covered under a policy. They state:

*'1. Who can be a member:*

*Policyholders must be aged 18 or over.*

*All those named on the policy schedule will be covered on this policy*

- *The policyholder*
- *The policyholder's spouse, partner or civil partner and*
- *Their children*

*can all be members, if the policyholder has chosen to include cover for them. Policyholder can choose to include cover for them.*

*Only one spouse, partner or civil partner can be included on the policy.'*

Based on the above wording, I'm satisfied that a parent cannot be added as a policyholder.

I appreciate how frustrating it must have been for Ms K to initially be told, on more than one occasion, that her mother could be covered. She received quotes for doing so that were lower than the quotes for setting up a separate policy. She would like Aviva to honour the quotes she was given, either by adding her mother to their policy or by setting up a new policy for her mother at the same price.

There is no doubt that Aviva made an error. When looking at what compensation to apply when a problem has occurred, we would look to put someone back in the position they'd have been in if the error hadn't been made.

In this case, had things happened as they should have, Ms K would have been told from the outset that it was not possible to add her mother to the existing policy. On that basis, I'm not persuaded that Aviva should be asked to honour the original quote. Overall, based on the available evidence, I consider that Aviva has acted reasonably in declining to do so.

Ms K had discussed the options with her mother before deciding to go ahead and add her to the existing policy. So, there's no doubt that there was some inconvenience and a loss of expectation.

I've thought very carefully about what Ms K has said and I understand how strongly she feels about the matter. However, on balance, I'm satisfied that £75 was a reasonable amount of compensation for the distress and inconvenience caused. So, I won't be asking Aviva to do anything more.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K, Mr S and Mrs S to accept or reject my decision before 1 April 2025.

Carole Clark  
**Ombudsman**