

The complaint

Mr T has complained that Aviva Insurance Limited trading as Quotemehappy.com failed to explain why it didn't provide a full refund of his premium when agreed under his home insurance policy and provided a poor service.

What happened

Mr T contacted his insurer Aviva to make a claim for storm damage. However, Mr T had moved house and Aviva didn't know. Aviva said it wouldn't provide insurance for Mr T's new home.

Mr T had to contact Aviva a number of times to request a refund of his premium. He said he received conflicting information in calls and when Aviva did provide a refund, it said he owed a balance which it kept from the refund amount of £26.46. Mr T asked Aviva to provide an explanation of what the deduction was for but Aviva didn't provide one.

Mr T asked us to look at his complaint. Our Investigator asked Aviva to provide its file and confirm what the deduction was for. Aviva provided some information and advised that the £26.46 was deducted as an adjustment - but didn't clarify what the £26.46 adjustment was for.

The Investigator found from the email exchanges provided by Mr T that Aviva had provided a poor service and failed to explain what the deduction was for.

So she recommended Aviva refund the £26.46 with interest from the date the policy was cancelled to the date Aviva pays Mr T. And she recommended Aviva pay Mr T £100 compensation for the distress and inconvenience its poor service had caused.

Mr T accepted the Investigator's view. Aviva hasn't replied. So the case has been passed to me to decide.

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.

I think from the evidence provided by Mr T that Aviva failed to respond to his reasonable requests for information and hasn't provided an explanation as to why it kept £26.46 from the refund it provided when it cancelled his policy. Mr T paid for his policy in monthly instalments. There isn't anything to suggest Mr T didn't pay his premium when due.

In its final response to Mr T's complaint, Aviva acknowledged that Mr T's complaint was in relation to the premium refund. But it simply said the following:

"The total amount collected was £227.40. The policy cancelled with a return premium of £229.70 due, however there was an outstanding balance of £26.46 which adjusted the amount to £203.24 returned to you."

As Aviva hasn't provided a clear explanation as to what the adjusted amount was for, I don't think it was reasonable to deduct it from the refund to Mr T. And I think the lack of explanation and poor service by Aviva caused Mr T unnecessary distress and inconvenience. It's clear he contacted Aviva several times to obtain a full refund and an explanation without success.

So I agree with the Investigator's recommendations which I've set out below and I'm upholding Mr T's complaint.

My final decision

My final decision is that I uphold this complaint. I require Aviva Insurance Limited trading as Quotemehappy.com to do the following:

- Provide a refund of £26.46 with interest at a rate of 8% simple interest a year from the date of cancellation to the date it pays Mr T.
- Pay Mr T £100 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 18 November 2022.

Geraldine Newbold
Ombudsman