

The complaint

Mr B has complained about the service provided by Aon UK Limited's when acting on his behalf in relation to an insurance claim.

What happened

Aon had arranged an office insurance policy for Mr B. In 2020, Mr B wanted to make a claim under the policy for business interruption losses suffered as a result of the Covid-19 pandemic. Mr B said he could no longer see clients face-to-face, which meant his business was significantly impacted.

In June 2020, Aon contacted Mr B to offer its services to assist him with the claim. Aon said it had made an arrangement with the insurer that the insurer would pay Aon's fees in representing policyholders in business interruption claims arising from Covid-19 but Aon would be acting on behalf of Mr B and, according to the terms of agreement, Mr B would be liable to pay the VAT element of Aon's fees.

Mr B is very unhappy with the service provided by Aon. He says it failed to help him, deliberately hindered his claim and discriminated against him.

Mr B has also complained about the actions of the insurer. I will address that complaint separately.

Mr B has made a number of submissions in support of his complaint against Aon. I have considered everything he has said and have summarised his main points below:

- Aon was acting as the insurer's agent while pretending to act for him; and acted in bad faith throughout.
- Aon sided with the insurer during a disingenuous dispute over whether accounts he provided were inclusive of VAT.
- In June 2021 Aon said it would notify the insurer he had withdrawn his claim if he didn't respond to it within five days agreeing to take part in a telephone conference with Aon and the loss adjuster.
- Aon later refused to act further for him unless he agreed to the telephone conference.
- Aon's actions were in breach of the Equalities Act 2010, as he is deaf and asked for everything to be conducted in writing.

Aon said the VAT issue was raised on 2 December 2020 and Mr B answered this query in early 4 February 2021 and it has not been an issue since. Aon also said it is normal for a telephone or online conference of the type it suggested to happen, so that any queries can be addressed more quickly, rather than correspondence being sent back and forth. Aon says the first time it was aware that Mr B is deaf was on 15 September 2021. However, Aon accepts that there was a *"reluctance to accommodate"* Mr B's preference of not having a live conference call or meeting to discuss the claim and that this led to a breakdown of the relationship; it does not accept that there was any intention to hinder Mr B's claim, or any discrimination. and says it has not affected the outcome of his claim.

One of our Investigators looked into the matter. He did not think that there had been any deliberate discrimination against Mr B, as it did not know he was deaf when it suggested the telephone conference and it did not ask again once it was aware. However, the Investigator considered Aon had acted unfairly when continuing to press Mr B to have a live conference after it knew he said he'd prefer to conduct the matter in writing; and it was unreasonable to threaten to withdraw his claim. The Investigator recommended that Aon pay £150 compensation for this.

Aon has not responded. Mr B does not accept the Investigator's assessment, so the matter has 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 insurer asked for certain information to support Mr B's claim. Mr B was unhappy that the insurer queried whether VAT was included, as some of the accounts records were annotated 'nil VAT'. Mr B says Aon disingenuously supported the insurer in this and falsely said the VAT position wasn't clear, when he says it would have been clear that VAT was not included in the figures he'd provided.

I have seen nothing to suggest that Aon acted unreasonably. The insurer raised a query and Aon asked Mr B for clarity. Given that some of the accounts had 'nil VAT' marked next to them and some didn't, I do not think it was unreasonable for Aon to ask Mr B to confirm that the unannotated accounts did not include VAT. In addition, it appears this issue was relatively quickly resolved once Mr B answered the query and I cannot see that it caused any undue delay.

Mr B also says that Aon had not supported him when he had complained about the insurer's response to the claim. I can see in some correspondence that Aon explained its understanding of the cover provided by Mr B's policy and the limitations of the cover. Mr B says Aon was trying to discourage his claim but I can't see that this is the case. In my opinion, Aon was trying to fulfil its responsibilities in explaining the cover and what Mr B would have to do to establish his claim.

Mr B says that Aon then discriminated against him and treated him unfairly by refusing to act for him unless he took part in a live discussion with the loss adjuster about his claim. I've summarised the main relevant communications between Aon and Mr B below:

On 1 June 2021, Aon emailed Mr B and said it had been in discussion with the insurer and complained about the claims-handler; as a result, a new loss adjuster had been appointed. Aon asked if Mr B wanted it to resubmit his claim to the new loss adjuster but if he didn't respond within five days, he'd tell the insurer he did not want to pursue his claim.

I think Aon was entitled to seek to move the claim forward but I do not think it was reasonable to suggest that it would tell the insurer Mr B was not pursuing his claim.

Mr B responded the same day to confirm he wanted to pursue the claim. The same day, Aon then suggested that a live discussion take place with the loss adjuster so they could ask for anything they need and it would be good way to progress the matter. Aon asked Mr B for some dates and times.

Mr B responded on 7 June 2021, to say he'd already provided all the information necessary but he wanted to proceed in writing so that "*neither side can deny or misrepresent what has transpired in the event that the matter eventually finished up in court*". He did not say he was deaf.

On 10 June 2021, Aon again said a live discussion would be beneficial. Mr B responded the next day and asked what information was needed from him. He also asked for full details of the insurer's policy for settling claims like his and whether it complies with the law.

Aon responded the next day in answer to these queries, and said that the purpose of the proposed discussion was to iron out what they needed

On 23 July 2021, Aon wrote again and said it needed to move claim forward and if Mr B didn't respond in five days that a telephone conference could be arranged, it'd close its file.

Mr B responded the same day to say he was busy so would not be available in the next five days but would be in touch. He did not say he could not take part in a discussion because he is deaf. Aon acknowledged that and said it would wait to hear from him.

On 15 August 2021, Mr B wrote to say wanted to conduct matter in writing so there could be no misrepresentation of what was said and mentioned possible legal action is Aon closed its file. He did not say he could not take part in a discussion because he is deaf.

On 9 September 2021, Aon said a call would still be the best way forward and it could be recorded so there was no dispute about what was said. Aon also said in that email that if Mr B didn't agree to it in the next ten working days it would close its file and Mr B could pursue the claim himself direct.

On 15 September 2021, Mr B said he would not take part in a phone call as he is deaf. And two days later, he asked for another person to deal with his claim at Aon.

On 4 October 2021, Aon wrote and said as Mr B was dissatisfied with its service, it was withdrawing from acting for him but that he was free to pursue the claim himself direct with the insurer.

I don't think it was reasonable for Aon to suggest on 1 June 2021 that it would tell the insurer Mr B didn't want to pursue his claim, if Mr B didn't respond within Aon's deadline. However, Mr B confirmed the same day that he did want to pursue the claim and even if Aon had told the insurer this (which it didn't) it would not have precluded Mr B from pursuing his claim direct. So there was no detriment to Mr B's position but I can understand that this would have caused some concern.

Mr B has said Aon failed to make reasonable adjustments for him under the Equality Act 2010 by insisting on a live discussion of the case. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. As the Investigator explained, if Mr B wants a decision that Aon has breached the Equality Act 2010, then he'd need to go to Court.

I am not persuaded that Aon's request that Mr B take part in a live discussion of the claim amounted to discrimination on Aon's part, given that Mr B didn't say that he was deaf until 15 September 2021. No request for Mr B to take part in a conference call happened after this date. In response to the other requests, Mr B cited his concerns about Aon and the insurer misrepresenting what was discussed as his reason for not wanting to take part. Mr B says he had no reason to tell Aon he was deaf before this, given all other communication had been

by email but in my opinion, Aon's knowledge at the time is relevant to determining whether Aon acted unreasonably or in a discriminatory way. Having considered everything, I don't think it did.

Overall, I do not think that Aon acted unreasonably in suggesting a conference call as an efficient way of dealing with any information the insurer needed to proceed with the claim. Aon tried to alleviate any concerns Mr B had, by saying the call could be recorded, which was also reasonable. However, I do not think it was reasonable to state it would no longer represent him unless he took part in the call. It seems to me that it would have been reasonable to ask the insurer to put its position in writing and then try and proceed with the claim. It would then be for the insurer to determine if a live discussion was essential. Aon did then withdraw from acting for Mr B.

Having considered everything, I agree with the Investigator that Aon should pay some compensation for saying it would tell the insurer Mr B didn't want to pursue his claim and for insisting on a live discussion of the case otherwise it would no longer act for him. I also agree that the £150 proposed by the Investigator is reasonable.

My final decision

I uphold this complaint against Aon UK Limited and require it to pay Mr B £150 compensation for the distress and inconvenience caused by its handling of his insurance matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 July 2023.

Harriet McCarthy
Ombudsman