

The complaint

Mr and Mrs K have complained about the way Aviva Insurance Limited responded to a request for a hard copy of the travel insurance policy linked to their joint bank account.

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

What happened

In June 2023 Mrs K asked for a paper copy of the travel policy. Aviva said it couldn't provide it and referred her to the bank. However, the bank was telling her that it was Aviva's responsibility to provide a copy.

As well as this complaint, Mrs K also has a separate complaint with us about the bank in relation to the same issue.

Our investigator looked at the entirety of Mrs K's concerns under the complaint against the bank. That's because, although Aviva services the travel insurance policy, it does so on behalf of the bank. Taking an overview of the errors that occurred, she recommended that the bank should pay compensation for distress and inconvenience and provide a paper copy of the policy. I've just written a final decision in that case, endorsing that outcome.

Mrs K's view is that Aviva should also pay compensation for its part in her complaint. As she disagrees with the investigator's assessment, 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.

Although Mrs K had dealing with both Aviva and the bank, she essentially has one complaint – that her request for a hard copy of the travel policy was not dealt with appropriately.

The bank and Aviva held each other responsible for providing the copy, which has been really unhelpful, to say the least. Clearly, they should be working together for the benefit of their customers. Our investigator has come down on the side of the bank having ultimate responsibility for the complaint, including the errors made by Aviva. That's because Aviva was acting on behalf of the bank, under its delegated authority. As such, it made sense to look at Mrs K's complete experience in one go.

So, to be clear, any errors stemming directly from the bank was the bank's responsibility to address. But also, any errors stemming from Aviva, was also the bank's responsibility to address because Aviva was acting as its agent.

As mentioned above, I have written a final decision in relation to the complaint about the bank. I upheld that complaint and required the bank to pay the amount of compensation that was initially recommended by the investigator.

In making my findings on that case, I was also looking at the complaint in its entirety. I considered Mrs K's overall experience in dealing with both the bank and Aviva as its agent. The compensation I have awarded was in recognition of the distress and inconvenience resulting from that experience.

I'm not saying that Aviva didn't make mistakes – it clearly did. But as the complaint has already been looked at as a whole against the bank, and compensation awarded accordingly, I'm not persuaded that Aviva should pay a separate amount of compensation.

It shouldn't matter who Mrs K contacted for a hard copy of the policy. I'll reiterate what I said in my decision against the bank, that I hope that it and Aviva can sort out their internal arrangements so that future requests of this nature can be dealt with routinely.

My final decision

For the reasons set out above, as the complaint and the issue of compensation has already been fully addressed in the other case against the bank, I'm not asking Aviva Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 19 September 2024.

Carole Clark

Ombudsman