

## **The complaint**

Mr A complains Aviva Insurance Limited (Aviva) gave him incorrect information about the monthly payments on his motor insurance policy.

## **What happened**

Mr A purchased a motor insurance policy with Aviva which began on 25 June 2024. He chose to pay monthly for his policy. On 2 July 2024 he contacted Aviva as the address on the policy wasn't correct. Aviva updated Mr A's address and made him aware there was an additional premium due which would increase his monthly payments. It told him his next payment would be collected on 10 August 2024. However a payment was taken from Mr A's account in July 2024. Mr A raised a complaint with Aviva.

On 5 August 2024 Aviva issued Mr A with a final response to his complaint. Aviva said it should have made Mr A aware his next payment was due in July 2024. It said it would pay £100 compensation as an apology for this error. Mr A said his family was visiting in July 2024 and the money taken from his account was to pre-pay for his family's luggage. As there were insufficient funds in his account to make this payment, he had to pay over £700 for his family to be able to bring their luggage to the UK. On 30 August 2024 Aviva provided a further response to say it had considered the evidence Mr A had provided but it wouldn't be offering any additional compensation. Mr A didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. He said Aviva had agreed it could have done better but thought the £100 compensation it had offered was reasonable. He said he didn't think Aviva needed to reimburse Mr A the cost he had paid for his family's luggage as Mr A should have been aware his insurance was payable each month, and he was sent an email at the end of June 2024 which confirmed the payments due.

Mr A didn't agree with our investigator. He said he should be reimbursed for the money he paid towards his family's luggage.

As Mr A didn't agree with our investigator, the complaint 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 want to acknowledge I've summarised Mr A's complaint in less detail than he's presented it. I've not commented on every point he's raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr A and Aviva I've read and considered everything that's been provided.

Aviva have acknowledged it could have provided Mr A with better service and have offered £100 compensation. Therefore, I've considered whether this is reasonable to acknowledge

the impact caused to Mr A.

I've listened to the call Mr A had with Aviva on 2 July 2024 when he changed the address on his policy. During this call the handler tells Mr A his next payment would be collected on 10 August 2024. However I think the handler should have made Mr A aware his next payment would be collected as normal on 10 July 2024 and the additional premium would be due from the 10 August 2024 payment.

Mr A has said because the money was taken in July 2024 he was unable to pre-pay for his family's luggage. This meant he had to pay over £700 so his family could bring their luggage to the UK. Mr A has provided a receipt showing a transfer of money on 11 July 2024, and confirmation of a flight from 12 July 2024. I've considered this evidence but I'm not persuaded it shows Mr A has incurred a financial loss as a direct result of Aviva's error. I've not been provided with persuasive evidence to show Mr A's family were charged for their luggage, and that this was as a direct result of being unable to pre-pay the airline for luggage due to Mr A having insufficient funds in his account. Therefore, I don't think it's reasonable to require Aviva to refund the money Mr A has said he paid toward this.

I'm satisfied it was appropriate for Aviva to collect the premium on 10 July 2024 as this was premium due toward the policy. However, I think it has caused Mr A some distress and inconvenience as he was expecting his premium to be taken on 10 August 2024. I think the distress and inconvenience caused to Mr A due to Aviva's error was relatively minor and so I think £100 compensation fairly takes into consideration the overall impact caused to Mr A.

### **My final decision**

For the reasons I've outlined above, my final decision is that Aviva Insurance Limited should pay Mr A £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 April 2025.

Andrew Clarke  
**Ombudsman**