

## **The complaint**

Mr L complains that Aviva Insurance Limited (Aviva) renewed a home insurance policy after he'd asked for the renewal to be cancelled.

## **What happened**

The background to this complaint is known to both parties, and isn't disputed. I don't intend to go into detail of what was said and when, so I'll summarise the key points:

- Mr L's home insurance policy with Aviva was due for renewal.
- Mr L contacted Aviva to cancel the renewal, as he'd found alternative cover at a cheaper price with another insurer.
- The Aviva representative Mr L spoke with didn't process the cancellation of the renewal properly, and so the premium was taken from Mr L's bank account.
- Mr L was initially told Aviva would compensate him £100 for the upset caused, but was then offered £50.
- After further contact between Mr L and Aviva, it increased its offer of compensation to £250.
- Our investigator thought that offer was fair. Mr L disagrees and asked for an ombudsman's 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.

It isn't disputed that there were errors made by Aviva during these matters. What I need to do is consider whether the £250 compensation paid by Aviva properly recognises the upset and inconvenience caused. I think it's a fair offer, for the following reasons:

- One of the cross-cutting rules of the FCA's Consumer Duty is that financial businesses must enable and support customers to pursue their objectives – that didn't happen here, as Aviva's error prevented Mr L from cancelling the renewal of his policy as he wanted to.
- Mr L made a number of unnecessary phone calls due to Aviva's error. What should have been one phone call, with the renewal cancellation being properly processed, required additional phone calls to Aviva, Mr L's bank and email correspondence.
- Mr L raised a chargeback with his bank, which resulted in him receiving the money sooner than if a refund had been processed by Aviva. He says he was concerned Aviva would dispute the chargeback and the funds would be recovered by his bank, but Aviva had assured him it wouldn't do so (and in fact didn't). I can appreciate he'd have been concerned, given Aviva's previous errors, that this promise not to dispute the chargeback wouldn't be adhered to.
- Aviva's initial response was that it would pay £100 compensation, but then lowered this without explanation to £50.
- Mr L's explained that by taking the premium after he'd requested the renewal be cancelled, Aviva left him in a situation where he was concerned he wouldn't have

funds to pay his carers.

- Mr L was also unhappy about background noise during a phone call. While such noise was present, it was highlighted by Mr L and quickly resolved during the call. I don't think it's fair to hold Aviva responsible for this. Its agent was made aware of the background noise by Mr L and acted to resolve it.
- The length of time Mr L suffered upset and inconvenience was relatively short, with Mr L becoming aware of the premium being taken very soon after it was done, and he spoke with Aviva the same day.
- Even with the added distress of these matters, I think £250 adequately recognises the not insignificant impact on Mr L. It's in line with what I'd have asked Aviva to pay if it hadn't made any offer of compensation, taking into account the various issues I've highlighted above, but also that this lasted a short period of time and was rectified appropriately by Aviva.

### **My final decision**

I don't uphold Mr L's complaint. I'm satisfied Aviva Insurance Limited's compensation offer was fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 3 April 2025.

Ben Williams  
**Ombudsman**