

The complaint

Mr D complains that Aviva Insurance Limited (“Aviva”) wouldn’t refund his premiums he’d continued to pay for a home emergency policy for a few years after he said he cancelled it.

Mr D is represented in his complaint by a family member, but for ease of reading I’m going to refer to him throughout.

What happened

Mr D had a home emergency insurance policy from Aviva covering various domestic emergencies, including his boiler.

He took the policy out in 2017. He made a claim that year. In the period affected by covid, Aviva couldn’t provide one of the included elements of his cover which was the service of his boiler. Mr D says he called Aviva and cancelled his policy.

In March 2024 Mr D noticed that he was still paying premiums. He complained to Aviva. He also pointed out that Aviva hadn’t used his correct address on his documents.

Aviva looked into his complaint and said it didn’t have any record that Mr D had asked it to cancel his policy, whether by post or phone.

Mr D told Aviva he’d had a new boiler fitted. Because of this, Aviva refunded £487.46 to Mr D in respect of the section of the policy he wouldn’t need as it would be covered under the manufacturer’s warranty.

Mr D remained unhappy and brought his complaint to this service. He asks that Aviva refunds his premiums. He said he would have cancelled cover when the price went up from the introductory price.

Our investigator looked into his complaint and thought it wouldn’t be upheld. She thought there was no evidence that Mr D had cancelled the policy.

Mr D didn’t agree with the view and asked that his complaint was reviewed by an ombudsman, so it’s been passed to me to make a final 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.

Having read the file of evidence, I’m not going to uphold Mr D’s complaint. I do appreciate he’ll find my decision disappointing, and I’ll explain why I’ve decided this.

Aviva said it wrote to Mr D three times each year about his renewal, which was set to automatic. If Mr D wanted to cancel his policy he needed to tell Aviva, but as I mention above there’s no evidence that he did this. I can see from Aviva’s evidence that it’s searched phonecalls from three different numbers, and the only call from 2019 or after was regarding

this complaint, in 2024.

I've seen evidence of Mr D's health conditions and explanations of why he might not open correspondence or take notice of them. But I think it's fair I say that he'd been paying for cover for several years and those transactions would be listed on his bank statements. I can't fairly say Aviva is responsible for Mr D not reading that information, and it's only recently been told about Mr D's conditions.

I think Aviva's decision to refund part of Mr D's payments because he'd had a new boiler fitted is fair.

Mr D also said that he'd paid out for some work to be done on his home because he'd thought he'd cancelled his policy. Aviva said it would consider covering those claims under the terms of the policy if Mr D sent it evidence of them. I think Aviva's response is fair, so if Mr D has invoices and details of what he paid out for, he can contact Aviva and make a claim.

I can see Mr D is concerned that Aviva had an incorrect address for him. I'll explain that his house number was transposed on its records, from the beginning of his address to the end, which was because that was how it was recorded on Aviva's postcode system. Although this isn't how Mr D has explained his address should be written, I'm not persuaded it's caused his post to be misdirected or misplaced.

Taking everything into account, the policy had stood in place to cover domestic emergencies in case Mr D needed help, so I'm not going to ask that Aviva refunds the premiums he's paid and I'm not upholding this complaint.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 14 July 2025.

Richard Sowden
Ombudsman