

## **The complaint**

Mrs K complains about the cancellation of her home insurance policy by Aviva Insurance Limited.

Mrs K has been assisted in this complaint by a family member. In my decision, I'll only refer to Mrs K (as the policy holder and eligible complainant, but have carefully noted the representations made on her behalf.

## **What happened**

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mrs K had a home insurance policy with Aviva. On 2 February 2024, her policy was cancelled following a live chat. On 28 August 2024, a family member contacted Aviva in relation to making a potential claim on the policy. They were advised that the policy had been cancelled at Mrs K's request, some months earlier.

Mrs K raised a complaint as she said the policy was cancelled, but not at her request. Aviva considered the complaint and didn't uphold it. The complaint was then referred to our Service for an independent review. Our Investigator didn't recommend that the complaint be upheld and as the dispute remains unresolved, it's been referred to me for 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service. Various references to The Consumer Duty and Aviva's obligations to treat customers fairly have been made as part of this complaint and I've kept them in mind when reviewing the complaint.

I'm very sorry to hear of the family difficulties Mrs K has experienced.

### *The scope of this decision*

This decision will be limited to considering whether it was reasonable of Aviva to cancel this policy following an online chat. I will also consider the service provided by Aviva.

A lot of information that's irrelevant to what I'm considering has been provided as part of Mrs K's submissions. I acknowledge Mrs K feels the information is necessary to provide background information as to an ongoing family dispute that's been happening. I have also given careful consideration as to whether it would be appropriate to dismiss this complaint

without consideration of its' merits. This would be allowed for under DISP 3.3.4 (10) and 3.3.4B:

*"...it would be more suitable for the subject matter of the complaint to be dealt with by a court, arbitration or another complaints scheme..."*

I make this point as Mrs K has said the cancellation was not done on her behalf, but maliciously by a family member. Police reports have also been provided in relation to the alleged theft that occurred. Details also provided refer to intercepted post, a property dispute going back to 2016, changed locks, a family dispute over possessions and assault involving family members. It is arguable that at the heart of this family dispute are sensitive civil/criminal matters and would be better suited to be dealt with through an alternative dispute resolution channel – such as a court of law. Mrs K's complaint in summary, is that the policy was cancelled by a bad actor with the intention of causing her detriment and this complaint has come about as a direct consequence of said family dispute.

However, given the time that's passed since the complaint was referred to our Service and in the interests of pragmatism, I've gone on to consider the merits of this complaint.

Although I'm very sorry to hear of the personal difficulties the family member representing Mrs K has faced, I'm only considering the impact on Mrs K directly here. I make this point in relation to the various supporting documents that her representative has submitted in relation to their own personal circumstances.

#### *My key findings*

Having carefully considered all the information in this complaint, I don't uphold the complaint for the following main reasons:

- It's not the role of our Service to tell businesses what data protection safeguards they should have in place. Any systemic or data breach concerns that Mrs K has regarding how Aviva have used her data, or allowed access to her information can be raised with the relevant authority – the Information Commissioner's Office. More information can be found here <https://ico.org.uk/>
- Overall, I'm satisfied that Aviva acted in good faith when cancelling this policy renewal following a live web chat on 2 February 2024. I say this having reviewed a transcript of the web chat. The person Aviva spoke to was able to satisfactorily pass the security questions asked. The reason given for policy cancellation was *"the property has been transferred to a new owner"*. There was nothing in the response that would lead Aviva to question if they were speaking with Mrs K.
- I've also kept in mind that given this was seemingly a known family dispute across several years, it may have been reasonable for Mrs K or the family member acting on her behalf (handling her financial affairs) to take steps to safeguard access to her financial affairs - including this policy with Aviva. But instead, the evidence shows multiple log ins were made to the online customer portal before and after the cancellation. There were also three email addresses linked to the policy in question – and none of them Mrs K's own personal email. Whilst I'm making no findings in relation to the alleged impersonation, multiple family members (at least three) having access to policy details will always leave open an opportunity for the kind of alleged impersonation incident here to occur.
- Mrs K has said in a letter to Aviva dated 3 November 2024 the insurance was *"...cancelled maliciously by [family member names redacted by Ombudsman] for fraudulent financial gain..."* I have stopped to question what someone would hope to

achieve/gain by maliciously cancelling an insurance policy. In the same letter, Mrs K suggests that the same family members may attempt to make a fraudulent claim on the policy. Again, I've had to question why a family member would cancel a policy and then try to claim against a policy that had been cancelled. I also find it most irregular that an alleged impersonator would remove the email address that linked them to the account.

- A refund of £339.01 was issued to the payment card on file. Even in a scenario where the policy was cancelled by someone impersonating Mrs K, it might be reasonably expected that Mrs K (or someone on her behalf) would question why they'd received a large refund such as this, unexpectedly, at a time when their policy was due to renew, or contact Aviva if they didn't receive notice that the policy had renewed (renewal documents etc). This is particularly relevant given the allegation of intercepted post. Instead, the evidence shows that no contact was made directly with Aviva from February 2024 (cancellation) until July 2024.
- Aviva said in their letter to Mrs K dated 15 November 2024: *"Whilst I am fully aware there is a considerable dispute between family members this is not something Aviva can have any involvement in...As such I am certain there have been no errors and I am unfortunately unable to provide any information directly to the Police. If they are looking for information as part of their ongoing investigation, Aviva and I will be more than happy to cooperate in providing any information, should they contact us directly with this request."* I consider their offer positive and fair.
- Mrs K has outlined her disabilities/accessibility issues in a letter to Aviva dated 3 November 2024. I've seen no evidence that Aviva were previously made aware of these vulnerabilities and therefore, they can't reasonably have been expected to make adjustments to how they communicated with Mrs K.

On 15 November 2024, given the concerns raised in this complaint, Aviva made the decision to limit contact to only Mrs K directly until they were able to speak directly with her and offered to facilitate any additional needs. I consider this fair and proportionate. It was also correct that Aviva contacted Mrs K directly in relation to her complaint. Family members may have been informally dealing with Mrs K's affairs, but Aviva had no authority recorded on file to do so.

- The description of the loss/theft is outlined as: *"On 6th July 2024 I reported theft to Kent police the locks to my bedroom door was changed when my [redacted] had returned from holiday to India. [Name redacted by Ombudsman] **had changed the locks to my door and had stolen all my personal belongings.** Over £10,000 of my personal belongings were taken from my room..."* Even in a scenario where the policy hadn't been cancelled, this would likely be a civil/criminal matter if the perpetrators of the alleged crime were known to Mrs K.

My decision will disappoint Mrs K, but it ends our Service's involvement in trying to informally resolve her dispute with Aviva.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 13 March 2026.

Daniel O'Shea  
**Ombudsman**