

complaint

Miss P complains that she switched her building and contents insurance to Aviva Insurance Limited only to discover that she no longer has legal expenses cover. She would like the cover to be added and for her claim to be supported.

background

Miss P switched her property insurance to Aviva in 2012. In 2015 she raised concerns about a neighbour's extension. Her neighbour wanted to move house and threatened Miss P with legal action over the delay the dispute was causing. Miss P contacted her bank as its name was on the policy and the bank told her that Aviva are the insurance provider.

Neither Miss P's bank nor Aviva agreed with her complaint. Aviva said she had completed an online form for her policy which didn't offer advice or a recommendation about cover. It said she hadn't selected the option for legal cover and so it couldn't help her with her claim. It said policy documents were sent to Miss P online and by post and she should've said if she was unhappy about the cover.

Miss P said the lack of legal cover on her new policy, '*was a clear oversight by me*'. She said she was suffering ill health at the time.

The adjudicator didn't recommend that the complaint be upheld. He said the policy was arranged by Miss P online, no recommendations or advice was given and it was up to her to select the cover she wanted. He said Miss P hadn't selected legal cover and it wasn't unreasonable for Aviva to decline her claim.

Miss P asked for an ombudsman to review her complaint and it has been referred to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I sympathise with Miss P as I can see that when she switched her property insurance to Aviva in 2012 she intended legal cover to be included. However, the legal cover was available to her when she applied for the policy online, but it wasn't selected.

I have looked at Aviva's records of Miss P's policy and see that she was provided with renewal documents each year. These included a description of the cover she had taken out, and that she hadn't taken legal cover. The information provided to Miss P was clear and ought reasonably to have alerted her to the lack of legal cover.

Miss P has provided some details of the health problems she was suffering from. I've taken this into consideration but I don't think this should have prevented her from understanding the proposal form or the renewal documents to check she had the cover that she wanted.

I don't think it would be fair for me to require Aviva to give Miss P retrospective insurance cover and consider her claim for legal expenses. I agree with the adjudicator that Aviva has acted reasonably in the circumstances.

my final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 19 February 2016.

Andrew Fraser
ombudsman