

The complaint

Mr B complains about his insurer, Aviva Insurance Limited ('Aviva') for his motor insurance policy. In referring to Aviva, I include its agents and representatives.

Mr B is unhappy that following an accident overseas he was refused entry to the country concerned on a subsequent visit. This was because he was still linked with his motorcycle that was involved in the accident by the authorities of the country concerned.

What happened

Mr B was involved in a road traffic accident in June 2015 in an overseas country. An unlicensed and uninsured driver crossed the central reservation and collided with Mr B's motorcycle. Mr B was severely injured in the accident and, following hospital treatment locally, was subsequently repatriated to the UK for further treatment and a period of rehabilitation. Mr B's medical treatment and repatriation were covered under his separate travel insurance policy with another insurer. Aviva paid out in respect of the total loss of Mr B's motorcycle in December 2015, at which point Mr B sent the Registration Document to the DVLA in the UK to confirm that he was no longer the owner or keeper of the motorcycle. The motorcycle was left in a police compound in the country concerned.

In 2019 Mr B planned a further trip overseas with the intention of completing the same journey that he had sought to make in 2015. This involved travelling through the country in which his accident occurred. When Mr B arrived in the country, he was refused entry. He was told by the authorities that his name was still linked to the written-off motorcycle in their records, and that he would not be allowed entry until the link had been removed. Unable to enter the country, Mr B returned to the UK. On his return he contacted Aviva to resolve the issue, but he says that he was told by Aviva that he had to resolve the issue himself.

Unhappy at this position, Mr B complained to Aviva in January 2020. Mr B provided information requested by Aviva. Aviva wrote to Mr B in March 2020, explaining that Mr B's entry to the country was declined because the 'stamp in his passport' showing his entry with his motorcycle [in 2015] had not been removed before he was repatriated to the UK. In recognition that this was not done at the time, Aviva offered Mr B £350 in compensation and said that they would consider any financial losses for which Mr B could provide evidence. Aviva added that they would reopen Mr B's claim with a view to resolving the situation and the link to Mr B and his passport removed, allowing him future entry into the country. But due to the impact of the Covid Pandemic and closure of borders at that time, Aviva added that this process could take some time.

Concerned at the prospect of delay and the compensation offer, Mr B complained to this service in June 2020. He asked that the link between him and his motorcycle be removed from the records of the authorities in the country concerned, which he believed Aviva could do through their agents in the country. He also asked for compensation and reimbursement of costs and financial losses that he had incurred.

Subsequent to Mr B complaining to this service, Aviva further considered his complaint to them and in July 2020 offered £2,000 to Mr B in respect of various costs and losses incurred from his abortive visit to the country in 2019. Together with the £350 compensation

previously offered this came to £2,350 in total. However, ongoing issues with the authorities of the country meant it was not possible to make progress with the issue of removing the link between him and his motorcycle.

Our investigator considered Mr B's complaint. They noted that Aviva had offered Mr B compensation and reimbursement of his costs and financial losses, in addition to settling the claim for the loss of his motorcycle. But with respect to the issue of the link between Mr B and his motorcycle and the impact on his ability to enter the country concerned, our investigator concluded that Aviva hadn't caused the situation affecting Mr B and that they didn't need to do anything more.

Mr B disagreed with the investigator and requested an ombudsman review the complaint. The main elements of Mr B's disagreement were that the severity of his injuries after the accident affected his contact with the country authorities, and that this contact was very limited and adversely affected by language differences. He also noted that the decision to repatriate him to the UK and the way in which it was carried out was based on a medical assessment of his condition. Also that the motorcycle issue was Aviva's responsibility, particularly once they settled the claim for its loss in December 2015.

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.

The main issue of Mr B's complaint is the ongoing issue of the link between him and his motorcycle, as recorded by the authorities of the country concerned, and the consequent impact on his ability to enter that country. I've noted that Aviva have offered Mr B compensation and reimbursement of costs and losses incurred in his attempt to enter the country in 2019. Mr B stated to our investigator that he would accept that sum as sufficient (although this was conditional on confirmation of the removal of the link). So I'll focus on the main aspect of Mr B's complaint, the link and the impact on his ability to travel to the country concerned.

My role here is to decide whether Aviva has acted fairly towards Mr B. It's not to consider whether the authorities of the country concerned have acted fairly and reasonably in the operation and application of their processes, requirements and systems covering travel and entry into the country.

I've considered the evidence, information and representations made by Mr B and Aviva. I've also listened to the recordings of the calls between Mr B and Aviva around the time of the accident.

Looking at the sequence of events from the date of the accident in 2015, the underlying issue would seem to be that when Mr B was repatriated to the UK, the country authorities' record indicating that he had entered the country with his motorcycle was not updated to indicate that he had left the country (but that the motorcycle had not). The motorcycle itself remained in a police compound in the country and was not returned to the UK (or moved from the police compound to a customs facility in the same country). From the evidence I've seen, it seems to indicate that either action at the time should have led to the link between Mr B and the motorcycle then being removed.

While there is some disagreement about what happened and the respective understanding of Aviva and Mr B, I've concluded that Mr B was initially given the impression by Aviva that his motorcycle would be repatriated to the UK (or moved from the police compound to the customs facility). But this did not take place. It also appears that, despite his injuries and

being treated for them, Mr B was aware of the need to communicate with the country authorities to make them aware of his circumstances and that he would be leaving the country, but without his motorcycle, and that he had some contact in this regard. However, I do appreciate that Mr B was in a very difficult position because of the severity of his injuries.

From the evidence I've seen it would seem that while Aviva initially sought to move the motorcycle, their agents in the country said that they had been told by the authorities there that Aviva could not do this and that only Mr B (or his agent) could complete the process of moving the motorcycle or arranging for its disposal. Aviva confirmed this to Mr B in October 2015. The matter then appears to have rested until Mr B's attempt to visit the country again in 2019.

I've noted that Aviva, in their response of March 2020 to Mr B's complaint, indicated that they had been in contact with the country authorities and were going to ask their representative in the country to arrange for the move of the motorcycle from the police compound to the customs facility. In subsequent email correspondence with Mr B, Aviva indicate that this was challenging, particularly in the circumstances of the Covid Pandemic. I've also noted that in November 2020 Aviva instructed their representative in the country to engage legal advice with a view to expediting matters.

I've also considered other developments that have taken place during the investigation of Mr B's complaint to this service, including passing evidence of Mr B's insurance cover at the time of his accident to the Motor Insurance Bureau of the country concerned, who have provided some advice to Mr B as to how he may be able to help resolve the situation. As part of their response to Mr B's complaint to this service, Aviva have also reviewed their own actions and the complaint made to them by Mr B. Their position is now that they do not believe that they were obligated to settle Mr B's original claim as his insurance cover was only in respect of third parties.

Having looked at all the available evidence, I've concluded that while the situation is unsatisfactory for Mr B, I don't think that the responsibility for it lies with Aviva. They did seek to resolve the situation at the time of the original accident, but were not able to do so and advised Mr B of the position. They have subsequently offered more recently to help Mr B resolve the situation, and I think they should continue to do so with Mr B. I've noted that they settled the claim for the loss of Mr B's motorcycle in 2015 and have also offered to pay the costs of his subsequent abortive trip to the country concerned in 2019. While there is now some doubt as to whether they were liable for those costs – as Mr B's cover at the time of the accident was third party insurance - they aren't seeking to recover them. I think that's a fair and reasonable outcome in the circumstances.

My final decision

For the reasons set out above, I do not uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 June 2021.

Paul King
Ombudsman