

## **The complaint**

Mr K complains that he made a claim to Aviva Insurance Limited (Aviva), via his broker, in June 2023 but received no response, under his motor insurance policy.

## **What happened**

Mr K says his motorcycle was stolen in June 2022. He contacted his broker by phone to make a claim but heard nothing back on the matter. He says he wrote letters to both Aviva and his broker by recorded mail to raise his concerns. Mr K says he was offered a settlement payment for his loss in September only after he had referred the matter to our service.

Aviva says it wasn't aware of Mr K's claim until our service contacted it. It says the tracked letter Mr K posted is showing as accepted at the post office. However, it says there is no further notification to show it was delivered. Aviva says it's aware the broker raised a complaint on Mr K's behalf at the end of June 2022. But its claim team didn't receive this email as it was sent to an address it wouldn't expect to have been used.

Aviva offered Mr K a settlement payment for £5,000 minus his policy excess. It added interest from the date it was aware of the claim until this was paid. It also offered Mr K £100 compensation for not being more proactive in dealing with the claim when it became aware.

Mr K didn't think this was fair and asked our service to consider his complaint. Our investigator says the broker was acting on Aviva's behalf when Mr K notified it of his claim. He couldn't verify that a call was made at the beginning of June 2022. But he was satisfied that the broker made Aviva aware of the claim in its complaint notification at the end of June. Because of the delay in dealing with Mr K's claim he says Aviva should pay an additional £250 compensation.

Aviva accepted this outcome. Mr K didn't. He says he experienced severe issues contacting both his broker and Aviva. He says he reported his claim on 9 June 2022 and didn't receive a payment until 18 October. Had he needed to hire a motorcycle over this period he says this would have cost £150 per day. Mr K asked for his complaint to be considered at a higher level. He also asked for a plan to ensure this situation isn't repeated.

As an agreement couldn't be reached, the complaint has been passed to me to decide.

## **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 done so I've decided to uphold Mr K's complaint. But I haven't seen reason to add to the compensation our investigator thought was reasonable. I'm sorry to disappoint Mr K but I will explain why I think my decision is fair.

Mr K says his motorcycle was stolen from his driveway and he contacted his broker to make a claim under his insurance policy on 9 June 2022. Aviva hasn't disputed that the theft took

place and that it happened at the time Mr K advised. It's paid what it assessed to be the market value of Mr K's motorcycle, which he hasn't disputed. So, I needn't consider these points further. My focus here is around the time Aviva took to settle Mr K's claim and the standard of its communication.

I acknowledge Aviva's comments that the responsibility here lies with Mr K's broker. However, Mr K says Aviva was made aware on several occasions about his claim. I've thought carefully about what happened.

In Mr K's testimony he says he contacted his broker on 9 June 2022. We asked if he could provide a record of the telephone call. He contacted his mobile network provider, but it wasn't able to help. It says the records can't be provided where the contract is on a pay-as-you-go basis. I note Aviva asked Mr K's broker to search its records, but it couldn't find a contact from the time he says he called. The earliest contact it had from Mr K's number was in September.

I can see that Mr K's broker wrote to him at the end of June 2022 in response to his complaint. Its letter says it has been in contact with Aviva, with respect to his claim, and forwarded a copy of his letter, "*for immediate investigation*".

Aviva says it didn't receive Mr K's letter via post. I've seen a copy of the tracking information for this letter. But this doesn't show it was delivered to Aviva.

We asked Aviva about the contact the broker had made at the end of June 2022. It responded to say it couldn't locate this email, but it identified that this is an Aviva mailbox and it's managed by Aviva Ireland. It says it didn't know why this mailbox was used by the broker, but that this information wasn't communicated to its claims team. Aviva explains this is why the matter wasn't dealt with until our service made contact.

Having considered all this evidence - I don't dispute Mr K's account that he phoned his broker in early June 2022, but I'm not able to verify this. Mr K's broker knew about the claim toward the end of June when it received Mr K's complaint. And I've seen the email it sent to Aviva on 29 June. I acknowledge Aviva's comments that this mailbox is managed by Aviva Ireland. But it doesn't dispute this is an email address it owns and uses. In the circumstances I agree with our investigator that it's reasonable to expect the broker's email to have been acted on and contact made with the relevant business area. Alternatively contact could've been made with the broker if more information was needed. It was because this didn't happen that there was a delay in responding to Mr K's claim.

I've thought about the impact this had on Mr K. He didn't have the use of his motorcycle or the money to buy a replacement for over three months. He's also been caused inconvenience and distress due to the lack of response to his claim and complaint correspondence. I think it's fair that Aviva pays an additional £250 compensation to acknowledge this.

I acknowledge Mr K's comments that he didn't think he ought to pay the £675 excess charge on his policy. However, Mr K is responsible for the first £675 of any claim he makes under his policy. This is the purpose of the excess charge, which he agreed when he purchased the policy with Aviva. So, although I understand he has strong views about this, I can't fairly ask Aviva to pay this part of the claim.

In summary I don't think Aviva behaved fairly in the time it took to deal with Mr K's complaint and for the communication difficulties. So, it should now pay him an additional £250 in compensation.

## **My final decision**

My final decision is that I uphold this complaint. Aviva Insurance Limited should:

- pay Mr K an additional £250 compensation for the distress and inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 2 June 2023.

Mike Waldron  
**Ombudsman**