

The complaint

Mr D, Mrs D and Mr N are unhappy with Aviva Insurance Limited's ('Aviva') customer service when they called to request guidance about a claim.

What happened

Mr D, Mrs D and Mr N had a travel insurance policy, underwritten by Aviva.

They were due to go on holiday when Mr D became unwell. Mr N attempted to call Aviva to seek advice on the medical evidence it would need if they needed to make a claim for cancellation. But Mr N was unable to get through, was on hold for hours and didn't receive a call back in a timely manner.

Mr N complained to Aviva who accepted that there were delays in trying to contact the claims department and offered Mr N £50 compensation for the stress and inconvenience caused. Mr N didn't think this was enough and so he referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that the £50 compensation already offered by Aviva was adequate. Mr N disagreed and in summary, has made the following comments:

- The Consumer Duty applies
- Other rules and principles apply
- Aviva didn't consider Mr D's illness, the wider circumstances, caring responsibilities and the worry of having to rearrange holiday plans
- He wishes Aviva hadn't sold the policy to him and it must have known about its long wait times

And so the case has been passed 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.

Having done so, I don't think this complaint should be upheld as I agree that the £50 already offered by Aviva is fair and reasonable in all the circumstances of this complaint. I'll explain why. Although I haven't commented on everything Mr L has said, I have considered it carefully and will instead focus on what I consider to be key to my decision.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim. And an insurer should treat customers fairly and provide appropriate advice and guidance.

Mr N has referred to the Consumer Duty. This was introduced on 31 July 2023 and isn't retrospective so it doesn't apply to his complaint as the event he is complaining about happened before the Consumer Duty was introduced. However, I will consider the rules and standards that were in place at the time instead, as set out above.

Key timeline

12 July – Mr N called Aviva twice and couldn't get through. He was on hold for just under an hour for both calls. He sent an online message and received a reply to say it had been forwarded to the claims department.

13 July – Mr N called Aviva but no one was available and he got a recorded message. He sent another email saying he hadn't heard from anyone in claims.

14 July – Mr N received a message to say his concerns would be raised with the customer care team.

18 July – Mr N's flights were cancelled by the airline for a different reason unconnected to his initial contact with Aviva.

19 July – Mr N called again and used the call back facility.

25 July – Aviva contacted Mr N.

Mr N is unhappy with the level of compensation offered to him for the poor customer service he received when trying to contact Aviva. So I will focus on whether the level of compensation is fair and reasonable in all the circumstances.

When considering what fair and reasonable compensation is, I consider the impact on the customer and how long the problem persisted. If the issue isn't long lasting and doesn't have any severe or long-lasting consequences then a small award to recognise the impact and distress and inconvenience over a short period of time is appropriate.

As Mr N was told by Aviva on 12 July that his message had been forwarded on and on 14 July that his concerns would be raised with the customer care team, I am satisfied that he did receive a response and wasn't completely ignored for days. I accept Mr N was unable to get through to the claims department due to the lines being busy and this caused him inconvenience for having to hold and frustration as he wasn't able to get through to anyone. But I don't think the issue was so long lasting that the stress and inconvenience was significant.

I understand Mr N wanted to discuss a potential claim with Aviva and he was unable to get through. But as Aviva's lines were busy, he had to wait to speak to someone and I agree that this is poor and he wasn't able to get the advice and guidance he needed promptly. But I don't think this had any long last effects or caused a financial loss so I won't be awarding any further compensation. Mr N was able to rearrange his holiday plans and Aviva paid the claim.

Mr N says Aviva shouldn't have sold the policy to him if it knew it had long wait times. Aviva accepted that it had delays which caused Mr N inconvenience and offered compensation which I consider is reasonable. I am also aware that it settled the claim so Mr N didn't lose out financially as a result of the wait times.

Mr N has said Aviva failed to award compensation for their full circumstances. But the compensation Aviva awarded relates to their wait times and Mr N's inability to get through

and not the wider circumstances of the claim which Aviva cannot be held responsible for such as Mr D's illness, caring responsibilities, having to rearrange travel plans and their health conditions. I consider Aviva's offer is reasonable in all the circumstances of this case.

If Mr N now wishes to accept the compensation already awarded by Aviva, he should let Aviva know.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D, Mrs D and Mr N to accept or reject my decision before 15 September 2023.

Shamaila Hussain
Ombudsman