

## The complaint

Miss I complains about the cancellation of her motor insurance policy by Aviva Insurance Limited.

Aviva are the underwriters (insurers) of this policy. Much of this complaint concerns the actions of their appointed agents. As Aviva accept they are accountable for the actions of their agents, in my decision, any reference to Aviva should be interpreted as also covering the actions of their appointed agents.

## What happened

The background to this complaint is well known to Miss I and Aviva. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Miss I had a motor insurance policy with Aviva. Under the terms of that policy she had a telematics box fitted to her car. On 24 November 2022, Aviva wrote to Miss I to tell her they were cancelling her policy with 7 days' notice. This was because the telematics box had recorded her speeding in excess of 100mph in a 70mph zone.

Miss I says she didn't receive the letter due to a Royal Mail strike around that time. Aviva say they also emailed her on 1 December 2022 to let her know. Miss I says she was stopped by police on 4 December 2022 and later prosecuted for driving without insurance. She complained to Aviva. She says she had 6 penalty points added, lost her license, received fines, lost the use of her car, was unable to work and suffered psychological distress.

Aviva didn't uphold her complaint and Miss I referred it to our Service for an independent review. Our Investigator considered the complaint and recommended that it not be upheld. As Miss I remained unhappy, the complaint has 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

My decision will consider whether the cancellation was fair and how Aviva have treated Miss I overall – including when making her aware of the cancellation. I note that Miss I said in her complaint to Aviva: *"the problem is not you cancelling the policy, the problem is you not making me aware that you had cancelled the policy."* But for completeness, I've also considered whether the cancellation was fair - as Miss I has continued to comment on that decision by Aviva after she referred her complaint to our Service. My decision won't consider the further complaint Miss I wanted to make about not being called back by Aviva.

*Was the cancellation fair?*

Aviva cancelled the policy as the telematics box recorded Miss I's car driving at over 100mph in a 70mph zone on 3 November 2022. Nothing has been provided to support that the telematics box is faulty or the data inaccurate. I note that Miss I says her car is incapable of driving at the alleged speed, but online research suggests that her car was capable of driving at over 100mph.

The relevant policy term Aviva have relied on states:

### **IMPORTANT – Excessive speeding conditions**

**Your policy will be cancelled immediately if your car is driven at speeds shown below:**

Conditions	Action
<ul style="list-style-type: none"><li>Exceeding 45mph in a 30mph zone</li><li>Exceeding 60mph in a 40 mph zone</li><li>Exceeding 75mph in a 50mph zone</li><li>Exceeding 90mph in a 60mph zone</li><li>Exceeding 100mph at any time</li></ul>	<p><b>Your</b> Telematics device will trigger a notification to <b>us</b> and <b>we</b> will give <b>you</b> seven days written notice as required by the <b>Road Traffic Acts</b>. <b>Your policy</b> will then be cancelled.</p>

I find that Aviva have fairly cancelled the policy given the evidence I've seen and I find no mitigating reasons to conclude they've acted unfairly or not in line with the policy terms.

#### *The notification of the cancellation*

At the heart of this complaint is Miss I's belief that she wasn't properly notified of the cancellation - which meant she couldn't mitigate not having insurance prior to being stopped by the police. I'm satisfied that a notification of cancellation was sent with the required 7 days' notice. I say this because I've seen internal system screenshots from Aviva.

It's very unfortunate that Miss I didn't receive this letter prior to being stopped by the police. I agree this is likely due to the Royal Mail strikes on 24 and 25 November. I don't agree with Miss I that this means it should've been sent by courier.

I say this because, crucially, a notification of cancellation was also emailed to Miss I on 1 December 2022. This was prior to being stopped by the police. Miss I didn't open it until 7.15pm on 4 December 2022, but I don't hold Aviva responsible for this as it was sent to the correct email address.

Miss I has raised an argument about not actually receiving 7 days notification prior to the cancellation. I understand why she's raised this, but it doesn't change anything in the specific circumstances of this complaint. She had a reasonable level of responsibility to monitor her emails and had she done so she'd have been aware that she wasn't going to be insured from 2 December and could've either sought to arrange cover elsewhere or kept the car off the road until she did arrange insurance.

I also note what Miss I has said about Aviva holding her phone number to let her know by phone or text, but in the specific circumstances of this complaint I don't find they've treated Miss I unfairly when letting her know by email after sending notification by post.

As I've not found a failing around the reason for cancellation or the notification of it, this means that I've not gone on to consider the impact that Miss I has described. This isn't to

dismiss the impact, it simply means that in order to award compensation, I would need to have identified a failing.

#### *Other points raised by Miss I*

Miss I raised an issue with being debited for her next monthly insurance premium shortly before the cancellation. Based on what I've seen, this was due to be debited prior to the cancellation and then Aviva made a pro-rata refund after the date of cancellation. I don't find that Aviva have done anything wrong in this regard.

I note that Miss I was sent an email in error on 12 December 2022. Aviva have said this was down to human error. Given the policy had already been cancelled, I find that it has no material bearing on the outcome of this complaint.

In her complaint form to our Service, Miss I said: *"I want the process of cancellation to be change because this had such a negative impact on my life. Nobody should have to go through this, it could have been prevented by just sending a text message or even phonicallly prior to cancellation."* Whilst I understand why Miss I has raised this point, it's beyond my remit to direct a business to change their internal processes or terms related to cancellation.

My decision will disappoint Miss I, but it brings to an end our Service's involvement in trying to informally resolve her dispute with Aviva. Miss I retains all other dispute resolution options.

#### **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 Miss I to accept or reject my decision before 6 December 2023.

Daniel O'Shea  
**Ombudsman**