

The complaint

Mr W complains, through his father, that Aviva Insurance Limited unfairly cancelled his motor insurance policy.

What happened

Mr W had a hatchback car.

For the year from mid-July 2021, Mr W had a telematics policy with Aviva.

For the year from mid-July 2022, Mr W renewed the policy. The policy covered Mr W as the policyholder and his father as a named driver.

A telematics device in the car recorded each journey and gave it a score out of 100.

In a 30-day period in April 2023, Mr W had three scores below 50.

Aviva cancelled the policy.

Mr W complained to Aviva that it wasn't treating him fairly.

By a final response dated 20 June 2023, Aviva turned down the complaint.

Mr W brought his complaint to us in mid-July 2023.

Our investigator didn't recommend that the complaint should be upheld. He didn't think Aviva had acted unfairly in these circumstances.

Mr W disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. His father says, in summary, that:

- He conducted over 3,600 journeys in a 21-month period and only ever received 5 poor driving scores and thus such a small percentage of poor driving now leads to implications where he has to declare cancelled policies for the next 5 years, which ultimately increases his premium drastically.
- The terms and conditions which Aviva are using to cancel the policy also clearly state they will advise him by email and/or by text how to improve his driving when a score was poor. These are the terms and conditions that they wrote and show they are giving the customer an opportunity to see how to improve their driving.
- Aviva did not provide information on how to improve the driving. They expected him to seek generic information from the website/app which is not an acceptable response, especially with his attention deficit disorder and how he interprets information.
- If Aviva had followed their own terms and conditions, it would have given him a better chance of not receiving three low scores in that period.

- In actual fact, the messages said the insurance may be cancelled, not will be cancelled.
- Aviva are still unjust in cancelling the policy.

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 policy terms included the following:

"IMPORTANT – General Accident Telematics Cancellation

We may cancel your policy by providing at least seven days written notice to your last known postal and email address if:

...

- *If you score below 50 for three journeys in any 30-day period.*

...

IMPORTANT – Scoring Conditions

Your Telematics device calculates your speeding score based on the following factors: Abrupt Cornering, Lateral Movement, Mileage, Hard Acceleration, Hard Braking, Speeding, Road Type, and Trip Time.

Each time your single journey score is below 50 we will send you an SMS and/or email advising of your single journey score and advising you how to improve your driving.

Please note that your policy will be cancelled if your speeding score reflects any of the below scenarios.

Scenario 1

If you score below 50 for three journeys over any 30 day period we will cancel your policy, giving you seven days written notice of cancellation as requested by the Road Traffic Acts.

Each time your journey score is below 50 we will send you a warning SMS and/or email advising you how to improve your driving, after the third warning SMS and/or email we will cancel your policy."

In my view, those terms were clear enough. An over-whelming majority of safe journeys wouldn't over-ride Aviva's right to cancel if there were three scores below 50 in any 30-day period.

From Aviva's file, I'm satisfied that on 2 April 2022, Aviva sent a text message as follows:

"Warning – a driving score of under 50 was recorded on 01/04/23. 3 driving scores under 50 in a 30-day period may result in your policy being cancelled"

Aviva sent a similar message by email.

Aviva sent a similar text message and email in relation to a journey on 15 April 2022.

Aviva sent a similar text message and email in relation to a journey on 28 April 2022.

I accept that none of those messages included anything advising Mr W how to improve his driving.

Nevertheless, I don't consider that the absence of such advice made any difference. I say that because the messages were clear enough that Mr W had scored below 50. And it was

clear that he needed to improve his score by reference to “*Abrupt Cornering, Lateral Movement, Mileage, Hard Acceleration, Hard Braking, Speeding, Road Type, and Trip Time*”.

From Aviva’s file, I’m satisfied that it also sent driving behaviour alerts in the app.

I accept that a cancellation of a policy has serious and long-lasting effects on the policyholder.

So I’ve recently checked whether Aviva sent a seven-day notice of cancellation and a confirmation when cancellation had taken place.

I’m satisfied that, in addition to the three messages saying that Aviva “*may*” cancel, Aviva also sent a seven-day notice of cancellation. Aviva has recently sent us a copy of such a notice dated 22 May 2023 saying that Mr W’s “*insurance will be cancelled*”. I accept Aviva’s statement that it sent that notice by email and post, and that Mr W opened the email on 29 May 2023.

I’m also satisfied that Aviva sent a letter confirming Mr W’s no-claims discount and confirming the date of cancellation. Aviva has recently sent us a copy of such a letter dated 29 May 2023. I accept Aviva’s statement that it sent that letter by email and post, and that Mr W opened the email on 29 May 2023.

Overall, I don’t conclude that Aviva treated Mr W unfairly and I don’t find it fair and reasonable to direct Aviva to do any more in response to this complaint.

My final decision

For the reasons I’ve explained, my final decision is that I don’t uphold this complaint. I don’t direct Aviva Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W to accept or reject my decision before 23 April 2024.

Christopher Gilbert

Ombudsman