

## **The complaint**

Mr T complains about how Aviva Insurance Limited ("Aviva") dealt with an amendment he made to his motor insurance policy.

## **What happened**

Mr T had a motor insurance policy with Aviva and had been a customer for a number of years.

Mr T purchased a new vehicle and told Aviva about it on 24 March 2023. He says Aviva failed to update the policy with his new car details and he only realised this was the case when he logged onto his online account a few weeks later.

Mr T contacted Aviva to complain. He says he was told he was still covered to drive the new car and had there been an accident or incident it would have dealt with it accordingly. But he doesn't believe Aviva would have covered any claim he might have had to make and the legal implications for him would have been significant.

Mr T says the whole matter has made him very angry since he feels Aviva didn't take his concerns seriously – it apologised and paid him £47 back for a month's premium and he feels this doesn't reflect the distress and inconvenience caused to him. Mr T has been a customer for a number of years and feels he has received no customer loyalty from Aviva.

Mr T says he had to take out another policy with another insurer which cost him a lot more than he was previously paying. So he complained to Aviva.

Aviva apologised for the service Mr T received when trying to amend his policy. It said the change to the vehicle was made less than a month before the renewal was due and unfortunately the new vehicle wasn't forwarded onto the renewal. Aviva said although there was nothing in writing Mr T would have been covered for any eventuality since it was clear it had made an error. Aviva apologised and refunded Mr T for the premium paid from the date of the renewal.

Mr T didn't agree. He wants Aviva to apologise and pay him at least 50% of the cost of the new policy. So he referred his complaint to this service. Our investigator looked into things for him. She said Aviva accepted it had made an error. In resolution of Mr T's complaint it agreed to cancel his policy and return the premiums from the point of renewal. And so while she could understand Mr T had lost faith in Aviva, it had confirmed he would have been covered under the policy. The investigator didn't uphold the complaint.

Mr T didn't agree. He said he drove around unaware he was uninsured which left him shocked and appalled. Because Mr T didn't agree the complaint has come 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.

I think it's important to explain the Financial Ombudsman Service is an independent organisation. It is not the regulator. It is not a 'consumer champion' nor is it able to help or represent consumers with their disputes in court. Instead we are an independent, informal dispute resolution service – we consider the information and evidence submitted by both parties to reach an opinion on the complaint in question – subject to our rules and relevant legislation.

Having done so I think the steps Aviva took were reasonable and fairly addressed the complaint Mr T raised. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it's affected what I think is the right outcome.

First I want to recognise the impact this complaint has had on Mr T. I don't doubt the frustration and upset he suffered as a result of realising his motor insurance policy wasn't up to date.

It's not in dispute there was an error when Mr T's new car wasn't included on his policy when it renewed. It's also not in dispute that the issue with the renewal was due to an error on Aviva's part. This led to Mr T becoming aware his new car wasn't on the policy. As these aspects aren't in dispute I don't intend to discuss them further. Instead I will reflect and comment on these when I think about what Aviva has done to put them right.

Mr T doesn't believe Aviva would have covered him in the event of an accident or incident. And I know that's because he feels let down by what happened. In the absence of any independent evidence, I have to base my decision on what I think is most likely. Aviva said it would have covered any incident since the mistake with the renewal was due to its error and I'm persuaded this would have been the case had the matter arisen. And that would have put Mr T back into the position he would have been in had the error not occurred.

I agree Aviva should have added Mr T's new car to the policy when it was renewed. I'm pleased to see there wasn't an incident but I understand why the matter caused Mr T a level of distress.

Mr T says the situation made him angry and frustrated and I empathise with the position he found himself in. But Aviva accepted it made an error and asked Mr T how he wanted his complaint to be resolved. Mr T wanted to cancel the policy and get a refund on his premiums, so that's what Aviva did. And I think that's fair in the circumstances of the complaint.

I'm not able to say Aviva should pay 50% of the cost of Mr T's new policy. I know it did something wrong in respect of the renewal but Mr T chose to cancel his policy and obtain a new one elsewhere, and this meant his premium was more than he was paying with Aviva. Mr T made the choice to cancel his policy and so I'm unable to hold Aviva responsible for this.

I do understand Mr T's frustration at learning his policy wasn't updated and the potential consequences of that. I imagine it would have been stressful worrying about what might have happened had there been an incident during that period. But I note there wasn't. And I can see Aviva said it would have covered Mr T had an incident occurred and that's what I would have expected it to do.

I recognise Mr T feels strongly about this and he'll be disappointed with my response. Mr T remains unhappy and believes Aviva haven't treated him fairly. But based on everything I've seen I think Aviva has done enough to put things right here.

### **My final decision**

For the reasons set out above I don't uphold Mr T's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 2 November 2023.

Kiran Clair  
**Ombudsman**