

The complaint

Mr G complains that due to an error made by Aviva Insurance Limited (Aviva) relating to his van insurance policy for his business, which I'll refer to as M, he was stopped and detained by the Police for driving without insurance.

Mr G, on behalf of his business M, is being represented in this complaint by a relative, who also handles Mr G's (and M's) insurance affairs.

What happened

Mr G has a van insurance policy with Aviva for his business, M. In August 2023 Mr G was stopped and detained by the Police for driving without insurance.

Mr G and his representative complained to Aviva. They say Mr G's representative contacted Aviva to change the registration of the vehicle in April 2023, and she was led to believe it had been updated. They say that due to Aviva's error this wasn't updated, so Aviva are responsible for what happened to Mr G.

Aviva didn't agree. They said they made Mr G's representative aware that the registration change hadn't taken place at the time.

As Mr G and his representative remained unhappy, they approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said Aviva had made it clear to Mr G's representative that the registration couldn't be changed unless Mr G contacted them, and he didn't. So, she didn't recommend Aviva do anything further.

Mr G and his representative didn't agree. They also said Mr G's representative had been able to make changes in November 2022 and March 2023 and Aviva should have allowed them to do so again in April 2023.

Our investigator asked Aviva to look into the previous changes Mr G's representative was able to make as a separate complaint. Aviva did this. They recognised that this shouldn't have happened at the time and offered £100 compensation.

Our investigator thought this was fair, but as Mr G and his representative didn't agree, the case was 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, and whilst I appreciate it will come as a disappointment to Mr G and his representative, I've reached the same outcome as our investigator.

I'm sorry to hear how distressing being stopped and detained for driving without insurance was for Mr G. However, I don't think Aviva is ultimately responsible for this as alleged by Mr G and his representative. I'll explain why.

I've listened to the call Mr G's representative had with Aviva in April 2023. In this she said she was calling on behalf of Mr G and wanted to change the registration on the vehicle insured on the policy. Aviva's agent said they could provide a quote for the change, but they couldn't action this without contact and permission from Mr G. The call went over this point several times, and it was clearly explained by Aviva that they would be unable to action the change, unless Mr G contacted them. Mr G's representative ultimately ended the call.

Having listened to the call, I don't agree with Mr G's representative that Aviva led her to believe the registration had been changed. I think it was made clear that this wouldn't happen unless Mr G contacted them, as it was his policy for his business, M.

Mr G's representative also says that Aviva, knowing she had tried to change the registration but wasn't able to without Aviva speaking to Mr G, should have contacted Mr G to let him know it hadn't been changed. So, she says in any event, Aviva is still responsible for Mr G driving without insurance and being stopped and detained by the Police. However, I don't agree. Mr G's representative was attempting to do this on his behalf, so I don't think Aviva, rather than Mr G's representative, was then responsible for letting Mr G know it hadn't been changed.

Furthermore, Mr G also wasn't sent any documents confirming the change had been made either. And it wasn't until several months later that he was stopped for driving without insurance.

I can't say that the period which Mr G was driving without insurance was because of anything Aviva did wrong, or that they led Mr G's representative to believe they had made the change, as the call demonstrates the opposite.

Mr G and his representative have also questioned why she was then able to change the registration number whilst Mr G was being detained by the Police if she wasn't able to do it without his permission in an earlier call. However, I've seen the webchat where this was later changed whilst Mr G was being detained. In this, there was no indication that it was anyone other than Mr G on the webchat with Aviva, as when Aviva asked for name, address and other information, Aviva were led to believe it was Mr G who was communicating with them.

Mr G's representative says that she deals with all Mr G's (and M's) insurance affairs due to his personal circumstances which mean he's unable to. However, Aviva didn't have authority from Mr G on his account, which meant they were unable to make changes during the April 2023 call, and they were unable to find any records of this being given previously. And Aviva also weren't made aware of Mr G's personal circumstances prior to this either.

Mr G has since asked for his representative to be noted on the policy. But Aviva has also explained that there can only be one 'authorised signatory' on the account who can cancel or change the address, which is currently Mr G, as it is a policy for his business, M. But Aviva has said that if Mr G wishes for his relative to be authorised signatory instead, then he can contact them to request this.

With the above in mind, I don't think Aviva acted unfairly by not changing the registration in April 2023 and I don't think they led Mr G's representative to believe it had been either. Therefore, I don't think Aviva is responsible for Mr G driving for several months uninsured, or that it was due to their error that ultimately resulted in him being stopped and detained by the Police.

Aviva has provided Mr G with a letter that he can show the Police which explains there was a request to change the registration and why they were unable to do so at the time, and I think Aviva doing this is reasonable in the circumstances. But I won't be directing them to write a letter of indemnity saying it was their fault as requested by Mr G and his representative, as I don't agree it was.

Mr G and his representative have also complained that his representative was able to make changes previously in November 2022 and March 2023, so should have been able to in April 2023.

I've listened to those calls too. In these Mr G's representative said she was calling and had Mr G's permission (Mr G was present in the background during one of the calls too) to make changes and these changes were then actioned by Aviva.

Aviva has recognised this shouldn't have happened and this wasn't the correct process. And whilst the process was incorrectly carried out on those earlier calls, this doesn't change the fact that the correct process was carried out in April 2023 when Aviva refused to make the changes and made Mr G's representative aware of this.

However, Aviva accept that this shouldn't have happened in the previous calls and offered £100 compensation for this. I think this is reasonable in the circumstances, so I won't be directing them to do any more or to increase this.

My final decision

Aviva Insurance Limited has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Aviva Insurance Limited should pay the £100 offered, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 30 April 2024.

Callum Milne
Ombudsman