

The complaint

Mr H complains that Aviva Insurance Limited declined his request to add an additional named driver to his motor insurance policy and mis-sold the policy to him. Reference to Aviva includes its agents.

What happened

In summary, Mr H had a comprehensive motor insurance policy underwritten by Aviva. The policy relevant to this complaint started on 3 January 2023. There were two named drivers on the policy.

In August 2023, Mr H contacted Aviva as he wanted to add an additional named driver to the policy. Aviva declined Mr H's request because the additional named driver wasn't 25 years old when Mr H's policy started. Aviva said the earliest it could add the additional named driver to Mr H's policy was at the next renewal, on 3 January 2024.

Mr H says he wanted to add the additional named driver in order to share the driving on holiday. He's explained that his previous injuries and the risks of his activities mean it's beneficial to share the driving. Mr H says before he took out the policy, he checked the website which says Aviva covers drivers between the ages of 17 and 80 for comprehensive policies. He says the policy was mis-sold to him as Aviva didn't tell him at the outset that named drivers must be 25 years old at the start of the policy.

Mr H says Aviva's actions caused him financial loss and inconvenience as he had to use public transport and taxis on holiday when the additional named driver would have driven. Mr H wants compensation or a refund of his premium. He also complains there was a delay in Aviva's handling of his complaint.

In response to his complaint, Aviva maintained its decision about the additional named driver but offered to waive its midterm cancellation fee if Mr H wished to cancel the policy. Aviva paid Mr H compensation of £35 in relation to its handling of his complaint. Mr H didn't think that was sufficient and pursued his complaint.

One of our investigators looked at what had happened. He said he couldn't interfere with the decisions an underwriter takes when assessing risk. The investigator thought Aviva had acted fairly and reasonably in offering to waive its midterm cancellation fee and in the information it had provided at the outset. He didn't think Aviva had mis-sold the policy to Mr H. The investigator said the compensation of £35 Aviva had paid in relation to its handling of Mr H's complaint was fair and reasonable.

Mr H agreed this service couldn't interfere with an underwriter's assessment of risk but said Aviva should follow what it says on its website about the ages it caters for. Mr H said Aviva's offer to waive the midterm cancellation fee was *after* the date of his holiday, so wasn't a fair resolution to his complaint.

The investigator considered what Mr H said but didn't change his view. Mr H asked an ombudsman to consider his complaint, so it was passed to me to decide.

Our service can only consider complaints about financial services. So, I can't consider the additional points Mr H has raised about Aviva's handling of his complaint because it isn't a regulated activity. So, I don't make any comment on that part of the complaint.

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've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Aviva must act to deliver good outcomes for retail customers.

Aviva's decision to decline Mr H's request to add an additional named driver

Mr H's policy says he needs to tell Aviva about certain changes during the policy term, including a change to the people to be insured. It says:

*'When **you** inform **us** of a change, **we** will tell **you** if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.'*

Mr H's request to add an additional named driver to his policy is a request for a midterm adjustment to the terms he has already agreed with Aviva. Adding an additional driver is a fundamental change in risk, so Aviva is entitled to assess the risk and decide whether it wants to accept it.

Mr H agrees this service can't interfere with an underwriter's assessment of risk but thinks that Aviva should be bound by information on its website about the ages of drivers it covers. I've looked at the screenshot of the website Mr H has provided. It says:

'Who we cover

We'll aim to give you a quote if you and any additional drivers meet our basic criteria

The Drivers

Are aged between 17 and 80 years old for comprehensive policies [...]

I don't think this obliges Aviva to accept the risk of the additional named driver in this case. That's because the named driver Mr H wanted to add to his policy didn't meet Aviva's basic criteria.

Aviva has provided this service with confidential, business sensitive information to explain how it came to its decision to decline Mr H's request for a midterm adjustment. I'm afraid I can't share the information with Mr H but I've looked at it carefully. I'm satisfied that Aviva applied its underwriting criteria correctly and treated Mr H the same as any other policyholder in the same circumstances and with the same request. I don't think that Aviva acted unfairly or unreasonably in declining Mr H's request to add another named driver to his policy.

The sale of the policy

Aviva didn't provide advice to Mr H about the suitability of the policy for his needs. It was nevertheless required to provide him with information that's clear and not misleading. I've looked at the information Aviva made available to Mr H when he took out the policy. I think

the information it provided was clear – Mr H was to tell Aviva about a change to the people to be insured and Aviva would consider whether it's able to accept the change.

Mr H didn't ask Aviva at the outset whether it would agree to cover the additional named driver midterm. In the absence of a question from Mr H in those terms, I don't think this is something we'd expect an insurer to provide any further information about at the time the policy is taken out. I'm satisfied that Aviva acted fairly and reasonably in relation to the information it provided to Mr H when he took out the policy.

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 Mr H to accept or reject my decision before 10 September 2024.

Louise Povey
Ombudsman