

The complaint

Mr L complains that Aviva Insurance Limited wouldn't honour its quote for the renewal of his motor insurance policy. He wants a refund of the increase in premium he now pays.

What happened

Mr L's policy was due for renewal and Aviva sent him a quote, but this was higher than the previous year's premium. Mr L called Aviva a week before the policy lapsed to discuss the quote and he asked to speak to a manager. A day after the policy expired, Mr L called Aviva again and spoke to a manager who explained the price increase. But Aviva wouldn't now offer Mr L the previous quote. It said he'd have to look online for a new one. Mr L thought this was unfair, and that Aviva hadn't taken into account his personal circumstances.

Our Investigator didn't recommend that the complaint should be upheld. He thought Aviva had given Mr L sufficient warnings of his policy's expiry and Mr L had read these messages. He thought Mr L was aware of the date his policy would lapse but he hadn't contacted Aviva again before this to speak to a manager or accept the renewal quote. So he thought Aviva needn't do anything further.

Mr L replied that he'd spent hours on the phone to Aviva. Mr L asked for an Ombudsman's review, so his complaint has come 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.

I can see that Mr L wanted to understand the reason why his quoted renewal premium had increased over the previous year. And I can understand that he felt frustrated that the policy lapsed before he could speak to a manager at Aviva.

I've looked at the timeline of events and I can see that Aviva sent Mr L warnings about the pending lapse of his policy and a quote for the renewal. It explained that the policy would need to be renewed before the lapse date. Mr L called Aviva and he was told this was its best offer.

Mr L wanted to speak to a manager, and he asked for a call back rather than be transferred. But Mr L's policy was online only, so calls to customers aren't prioritised. So Mr L wasn't able to speak to a manager until after his policy lapsed and then Aviva wouldn't honour its renewal offer. It said its new quote would be based on "new business" rates.

It's not our role to tell an insurer how to price their policies or what factors they should consider when calculating a risk. Insurers regularly update how they rate the risk of consumers. And their rates continually change. So I can't say Aviva should have honoured its renewal quote once the policy had lapsed.

So I think Mr L was aware of the date his policy and the renewal quote would lapse. Mr L said he spent hours on calls to Aviva. But he hasn't provided evidence to show this. So I haven't seen evidence that Mr L called Aviva again after his call to discuss the premium until after his policy had lapsed. I think Aviva had warned Mr L when he took out his policy that it

was self-service and online only. And it had already advised him that the renewal quote was its best offer.

So I can't say that Aviva was responsible for Mr L not renewing his policy before it lapsed. And I don't require it to pay Mr L any compensation.

My final decision

For the reasons given above, 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 L to accept or reject my decision before 8 January 2025.

Phillip Berechree
Ombudsman