

The complaint

Mr E and Mrs E have complained about how Aviva Insurance Limited (Aviva) dealt with an online chat about the renewal of a home insurance policy.

As Mr E mainly seemed to deal with the complaint, for ease, I will normally only refer to him.

What happened

Mr E received a policy renewal invitation from Aviva. Following this, he contacted Aviva about the renewal using its chatbot. Mr E said he wanted to opt out of auto renewal. The chatbot provided some information, including saying to go to the policy and then choose “Details”. After some further discussion, the chatbot transferred Mr E to an agent.

Mr E told the agent he wanted the policy to renew but he didn’t want it to automatically renew. The agent confirmed the policy wasn’t set to automatically renew. Mr E also asked where the “details tab” was in his online account. The agent queried what he meant. So, Mr E copied some of the earlier online conversation back to the agent. The agent said that part of the conversation was the chatbot. She explained where the details tab could be found, but that it might not show as Mr E was in the renewal period. The agent then asked if Mr E was still there as she hadn’t heard from him. She said the chat would close soon if there was no reply. Mr E again asked where the details tab was located. The agent said it would appear once Mr E had renewed. Mr E said that wasn’t what the agent had previously said. The agent said it was the chatbot that had stated about the details tab and that sometimes it got things wrong. But she said she had confirmed the policy wouldn’t automatically renew.

The agent asked if there was anything else she could help with. Mr E said he wanted to complain about the agent’s obstructive attitude. The agent said she would raise a complaint and asked if there was anything else she could help with. Mr E said he wanted a transcript of the conversation. The agent explained how to download this. The agent then said that, as she hadn’t heard from Mr E for some time, she would close the chat. The live chat ended.

When Aviva replied to the complaint, it said it had reviewed the transcript of the conversation with the agent and didn’t find she had been obstructive. She had explained that the policy had no automatic renewal in place and the details tab would not appear until after the policy renewed. It apologised that Mr E felt the service wasn’t to the expected standard.

Mr E replied to Aviva and said the agent had cut him off. Aviva responded and said the agent had asked if Mr E was still present and as there was no response, the live chat ended. Mr E disagreed. He said the agent hadn’t explained how to get to the details tab, she was inconsistent in her answer to questions and cut him off at the end of the conversation. Aviva said Mr E could refer his complaint to this Service.

When Mr E complained to this Service, our Investigator didn’t uphold it. She said the chatbot had referred to a details tab. The live agent had explained the details tab wouldn’t be visible until the policy renewal had happened. She said she hadn’t seen evidence the agent was unclear or obstructive. She also hadn’t seen evidence that Aviva incorrectly handled the complaint.

Mr E disagreed. He said the agent had cut him off. Aviva's investigation of his complaint had also been biased, including it withholding the timings in the online chat. He didn't receive an apology, only a grudging acknowledgement, and no-one had been held accountable for cutting him off.

Our Investigator responded and said she hadn't changed her view on the complaint. As Mr E didn't agree this was a fair outcome, the complaint was referred to me.

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, I don't uphold this complaint. I will explain why.

Mr E said an Aviva agent was obstructive. I've reviewed the full details of the online chat, both with the chatbot and the agent. When Mr E was transferred to the agent, she responded to his requests for information. This included confirming the policy wasn't set to automatically renew and why the details section might not be visible. She also explained that the chatbot sometimes got things wrong and it was the chatbot that had referred to the details section. She also explained how to obtain a transcript and raised a complaint about herself at Mr E's request. I haven't seen evidence that persuades me the agent was obstructive.

Mr E also said the agent cut him off. Looking at the live chat, the agent explained about the details tab. At 18:23:38, the agent said she hadn't heard from Mr E for a few moments and checked if he was still there or else the chat would close. Mr E replied and again asked about the details tab. A further discussion took place about the details tab and the chatbot and Mr E said he wanted to make a complaint. The agent dealt with this and at 18:31:38 the agent said she would close the call if there was nothing more Mr E needed assistance with. Mr E asked for the transcript and, at 18:32:06, the agent explained how to get this. At 18:34:04 the agent said that since she hadn't heard from Mr E for some time she would close the chat and that if he needed help in future, not to hesitate to contact Aviva again.

So, I think the agent responded to Mr E's requests, including after asking on a couple of occasions about closing the chat. The agent also explained that Mr E could get in touch again if he needed further help. I don't consider it unreasonable that the agent ended the chat, even if Mr E saw it as the agent cutting him off. Mr E has said the agent didn't check whether he was having problems downloading the chat. However, it's my understanding that Mr E was able to do so. He provided this Service with the transcript he was sent shortly after the chat ended. As the agent explained, Mr E could also have contacted Aviva again if he had needed to do so.

I'm aware Mr E was also concerned that the transcript he received didn't have timings on it. I can't tell Aviva how it should provide its transcripts. However, I haven't seen evidence this affected Mr E's ability to complain. When Aviva replied to the complaint, it also provided parts of the transcript to explain its understanding of what happened, which included the timings.

Mr E has also said Aviva didn't apologise to him. He has suggested some specific phrasing Aviva should have used that he would consider to be a more appropriate apology. When Aviva replied to the complaint, it said it was sorry that the level of service Mr E received wasn't to his expected standard. So, in my view, it did apologise. Given Aviva didn't agree that its agent had been obstructive or had cut him off, I wouldn't have expected it to

apologise for those issues. I also haven't seen evidence that persuades me Aviva acted unreasonably during the live chat. But, even if I did think that was the case, I don't think requiring Aviva to apologise, and to do so in a particular way, would be likely to result in a sincere or meaningful apology.

So, having thought about everything that happened, I don't uphold this complaint or require Aviva to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E and Mr E to accept or reject my decision before 18 March 2025.

Louise O'Sullivan
Ombudsman