

## **The complaint**

Miss B complains that Aviva Insurance Limited (Aviva) badly handled a request to amend a payment date for her car insurance.

## **What happened**

Miss B was due to make a payment for her car insurance. She had to undergo an emergency medical procedure which impacted her finances. Miss B asked if she could make the payment a week later than it was due and explained her circumstances. Miss B says Aviva responded in an unprofessional and unsympathetic way by issuing a default notice and threatening to cancel the policy.

Miss B complained about Aviva's handling of her request. Aviva said the advisers' Miss B spoke to could have done more to answer her question about how a late payment might be recorded on her credit file and offered £50 compensation in respect of this. But overall, it remained satisfied the date for making payment had been communicated accurately, albeit worded differently by the advisers.

Unhappy with Aviva's response Miss B referred her complaint to the Financial Ombudsman Service. It was considered by one of our investigators who thought Aviva could have done more to answer Miss B's questions, but its offer was fair in the circumstances, so he wasn't going to ask them to do anything more. Miss B didn't agree with these conclusions and asked for an ombudsman to review her case.

## **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.

First, I'd like to reassure both sides that while I've summarised the background to this complaint and submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been made and nor do our rules require me to do so. Instead, I've focused on what I consider are the key issues.

I think it's helpful to set out that Miss B reached out to Aviva having undergone an emergency procedure and was concerned about not being able to make the next payment. I agree from having reviewed the transcript of the webchat with the first adviser that more could have been done to answer Miss B's questions.

The second adviser did do more to help, and it seemed that they were attempting to find out what impact (if any) paying after the due date would have on Miss B's credit file. But I can see Miss B ended the chat before the adviser could confirm if the payment being made after the due date would impact Miss B's credit file.

I can understand this was a stressful situation for Miss B. I agree that following the end of the second webchat Aviva could have done more to reassure Miss B that the credit file wouldn't be impacted and explain that a default notice would be issued when the payment

was missed. I note Miss B made the payment a few days later, as she'd indicated was her intention and it was made before 4 July, as set out by Aviva.

However, I consider the explanations provided by the advisers (and this includes the responses to Miss B's complaint) were reasonable in setting out the payment needed to be made before 4 July 2024. And I'm satisfied the explanations provided were clear in setting out the request to delay the payment had come too late for the automated process of taking the payment to be stopped.

Aviva paid Miss B £50 to recognise the distress and inconvenience experienced and I'm satisfied this amount fairly reflects the avoidable stress caused because of its communication with Miss B. I'm not going to require it to take any further action to put things right.

### **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 Miss B to accept or reject my decision before 10 April 2025.

Emma Hawkins  
**Ombudsman**