

## **The complaint**

Mr M complained that Aviva Insurance Limited (“Aviva”) unfairly cancelled and avoided (treated it as though it never existed) his motor insurance policy.

## **What happened**

Mr M said his policy was unexpectedly cancelled. He said he was repeatedly asked to provide information including proof of his no-claims discount (NCD) and his V5 logbook. But each time he provided his logbook information Aviva found something else wrong and requested it again.

Mr M said that before he had chance to send his logbook information for a final time he was informed that his policy had been cancelled. He said this was without prior warning. Mr M explained that Aviva also told him that his policy had never actually been valid.

In its final complaint response Aviva said it asked Mr M to provide documentation to show his policy had been set up correctly. He sent a copy of a logbook that raised concerns. Aviva referred this information to the DVLA, and it responded to confirm the document wasn't genuine. As a result, it made the decision to avoid Mr M's policy and to retain his premiums.

In a subsequent email Aviva told Mr M that if he obtained written evidence from the DVLA, confirming it had made a mistake about his logbook being fraudulent, it would consider the matter further.

Mr M didn't think Aviva had treated him fairly and he referred the matter to our service. Our investigator didn't uphold his complaint. Based on the evidence she thought Aviva had given Mr M reasonable opportunity to provide valid documents, which he hadn't done. She thought Aviva had acted fairly and reasonably in line with its policy terms and the relevant regulations. So, she didn't ask Aviva to take any further action.

Mr M didn't agree with our investigator's view and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

## **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'm not upholding Mr M's complaint. Let me explain.

The relevant law in this case is the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). Under CIDRA Mr M must take reasonable care not to make a misrepresentation when taking out insurance. If Mr M doesn't do this, CIDRA allows an insurer to take certain actions, assuming the misrepresentation is a qualifying one. A qualifying misrepresentation is where the insurer would not have provided cover at all, it

would only provide cover under different terms, or it would only provide cover for a higher premium.

Aviva has provided the questions Mr M was asked during his online application to confirm who the main driver of the vehicle was. Also, if he was the registered keeper and legal owner of the vehicle. The screen print Aviva provided showed Mr M was named as the main driver of the vehicle. The question about the registered keeper requires a yes or no response. The screen print showed Mr M responded “yes” to this question confirming he was the registered keeper and legal owner of the car. The answers Mr M gave in his application are confirmed in the document entitled “*Information provided by you*” that was sent to him after his policy was taken out.

I think the question Mr M was asked was clearly written.

I can see that Aviva contacted Mr M on multiple occasions between 8 April 2024 and 28 June asking for a copy of his V5 logbook. The records show he provided this information in early June. But this didn't include all pages of the logbook. A further request was made for this information. Mr M uploaded more documents around a week later. Aviva advised him that the images were blurry and couldn't be accepted. On 1 July Aviva's records show that Mr M uploaded his logbook again. However, it had concerns about its authenticity and sent it to the DVLA for it to consider. I've seen an email Aviva received in response, which said the V5 document Mr M had provided was forged.

Aviva subsequently wrote to Mr M confirming it had cancelled his policy and avoided it back to inception. This is because of the fraudulent V5 logbook he had sent. It told him if he provided written proof from the DVLA confirming the logbook was genuine, and that it had been mistaken, it could consider the matter further. I can see that Mr M recorded a call he had with the DVLA where he was told his V5 logbook was genuine. However, Aviva rejected this evidence. It said this wasn't proof that the document he sent on 1 July 2024 was genuine. I don't think this was unreasonable. This call doesn't demonstrate that the document Mr M sent to Aviva in July was genuine. It's not clear what document Mr M showed to the DVLA.

Aviva has also sent information showing multiple quotes were obtained with the named driver listed on Mr M's policy as the main driver. The premium for this was much higher. Aviva suspected Mr M's policy was actually for the named driver's benefit with Mr M listed as the main driver to obtain a cheaper premium. This practice is commonly referred to in the industry as 'fronting'.

I've considered the evidence carefully. What it shows is that Mr M confirmed he was the owner and registered keeper of the car covered by his policy. But the documents he sent to Aviva to support this were initially either incomplete or illegible. The V5 logbook Mr M sent in July 2024 was confirmed by the DVLA to be a forged document. Given Aviva's suspicions of fronting, and the provision of a forged document, I don't think it acted unreasonably when it determined Mr M hadn't answered the questions about the main driver and registered keeper accurately. This means I don't think Mr M took reasonable care not to make a misrepresentation.

Aviva has shown with the quote information it supplied that it would have offered cover at a higher premium, assuming Mr M had provided accurate information about who the main driver and registered keeper were. This means he made a qualifying representation under the CIDRA rules. And Aviva is able to avoid Mr M's policy back to inception.

Aviva said Mr M's misrepresentation was deliberate as he supplied a forged document to support his application. I don't disagree with what it says based on the evidence I've seen.

The DVLA has confirmed the V5 document Mr M provided was forged. This shows Mr M knew he was making a misrepresentation. Because of this Aviva is reasonably able to retain Mr M's premium, in full, under the CIDRA rules.

I note Mr M also raised concerns about his NCD and the information he was asked to provide. But from the information I've seen the NCD Mr M wanted to use on his policy was already being applied to another policy. Aviva explained that the proof of no-claims could only apply to one vehicle. It was confirmed that the existing policy could be cancelled to allow the NCD to be applied to the new policy with Aviva. From what I've read the business provided accurate information to Mr M about his NCD. It told him what it required for this to be applied to his new policy. Based on this information I can't see that it treated him unfairly.

Having considered all of this I don't Aviva treated Mr M unfairly when it avoided his policy and retained the premiums under the CIDRA rules. So, I can't reasonably ask it to do any more.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 June 2025.

Mike Waldron  
**Ombudsman**