

## **The complaint**

Mr R complains about how Aviva Insurance Limited (“Aviva”) dealt with his application for car insurance when it noticed potential issues with his data.

## **What happened**

Mr R applied for a quotation for his car insurance with Aviva, initially via a price comparison website and then later via Aviva’s own channels.

Aviva carried out validation checks and identified a possible issue. It asked Mr R to call it to discuss the issue, but there was a long wait for his call to be answered so he gave up.

Because he hadn’t been able to speak with Aviva, Mr R continued to apply for quotations, which were declined by it. He was able to get a final quotation from Aviva directly, and found the premium was about 235% higher than he’d been quoted before.

He complained to Aviva, but it wasn’t able to match his details up to the data on its system.

He brought his complaint to this service and we contacted Aviva. It then located him on its system, and handled his complaint within the eight weeks it’s allowed.

Aviva apologised for the problems Mr R had getting through. It said it would pay him £60 for his inconvenience. It also said he didn’t need to disclose it declining the quote to other insurers. It said that the reason why the quoted prices were so different was because the initial quote was because the initial quote was for an online ‘self-service’ policy, which is rated differently from the later quote.

Mr R remained unhappy. Our investigator said Aviva should write to Mr R and tell him that he doesn’t need to tell other insurers about it declining to insure him. Aviva said it hadn’t updated any external databases about it declining to quote. Our investigator thought Aviva’s offer of £60 for Mr R’s inconvenience was fair.

Mr R didn’t agree with the view and asked that his complaint was escalated to an ombudsman, so it’s been passed to me to make 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 from the file that Mr R feels very strongly about the process he went through with Aviva when he tried to get a quotation from it. He’s made several points of complaint and it’s important I start by saying what I’m able to consider in this decision.

Mr R has complained at length about the way his complaint was dealt with by Aviva. And particularly given the length of time it took to deal with his complaint after his initial efforts led to a dead-end. Unfortunately, complaints specifically about a company’s complaints procedure don’t fall into this service’s remit, so I’m not able to look at that issue further.

But I am able to think about the impact of Aviva's service on Mr R, and I'll take elements of that into account.

What I'm able to look at is the core of Mr R's complaint, which is the initial 'flagging' of his details by Aviva and the problems he's subsequently had. Mr R has said he's been recorded as a "fraudster and cheat" and that Aviva has recorded information about him on databases that is "libellous and defamatory". I've also looked at the price difference Aviva quoted him.

Mr R's complaint focuses on that he's had a 'fraud marker' attached to his name and that Aviva declined him a quotation, which he says he needs to tell other insurers about, which in turn substantially increases the price he is quoted by other insurers.

But having looked at the evidence, I'm not persuaded that's the case. So, I'm not upholding his complaint as I think Aviva has dealt with him fairly. I'll explain why.

When Mr R asked for his initial quotations, there was a query in his data. So Aviva asked him to call it to discuss the matter over the phone. I'll briefly say that the issue seems to relate to fraudulent activity at an address Mr R had previously lived at several years ago. It's important I say that evidence shows me that there is no 'fraud marker' against Mr R's details.

Aviva has said that the data it used may have indicated that Mr R may have been a victim of fraud in the past. So, when he applied for a quotation, its system flagged this up, and asked that he called it to discuss.

Aviva needs to assess the quote requests it has, and I think it's fair and reasonable that it asks for more information to validate these requests.

Mr R called a 0800 number and was on hold unanswered for about 80 minutes before abandoning the call. I don't think this is good service of Aviva.

Mr R tried to obtain a further quotation from Aviva, but its systems then declined his quotes. He tried to use his same details for further quotes, and found that when he answered the question about whether he'd been declined cover as "Yes", the premiums quoted were much higher. I can see this would have caused Mr R worry, but as I say above, Aviva has told him that he doesn't need to disclose this.

Aviva has also now written to him to tell him that. Mr R hasn't accepted Aviva's word on this, and he's also that this service involves itself in the process. He's referred to the email as a 'worthless piece of paper'.

But I don't agree. I think Aviva's letter is clear. Mr R doesn't need to tell other companies about it declining his quote. And if he did declare that in the meantime and it's affected the premium he's paid for cover, then he'd likely be able to take that letter to the insurer he used and explain he'd made a mistake and ask for a premium adjustment.

Aviva has commented on the reason for the substantial price difference it quoted was due to the nature of the policies, and I can see Mr R's initial choice of product is an online-only product, whereas the later quote was for a product with a wider range of contact possibilities.

Mr R gives me the impression that he's aware insurers vary premiums depending on how far in advance of renewal the quotation is carried out, and I'd reasonably say it's likely that Aviva does that. So, his final quote shortly before renewal is also likely to be uplifted in a similar way. Ultimately, Mr R understandably didn't take up Aviva's final quote. I asked Mr R what he did instead of insuring with Aviva, and he said he'd taken out cover with another company for about £41.50 extra (around 12% of the premium), with slightly worse terms.

I've considered this financial impact on Mr R and whether Aviva caused him to pay extra for cover. Looking at the evidence on file, on balance I don't think I can say that it did. Although I don't think Aviva's service was good when it kept Mr R waiting, I can't fairly say that Aviva caused him to take out that particular alternative cover – so I don't think I can reasonably ask it to pay for his additional premium.

What this means is that I'm not upholding the key issues Mr R raised in his approach to this service.

I also need to look at the distress and inconvenience he's been caused. I've said above that Mr R had made vehement complaints about the way Aviva failed to deal with his complaint, only investigating it when he approached this service. I've mentioned that Mr R's call was unanswered for 80 minutes which is poor service of Aviva. There are elements of his complaint I can bring into my consideration, such as the inconvenience of his call. But as much of the remainder of his complaint is about the way Aviva failed to handle his complaint, I'm only able to say that I think Aviva's offer of £60 for his inconvenience is fair and in line with this service's guidelines.

I do appreciate the strength of Mr R's feelings about this, but I don't agree that Aviva has labelled him as he's described, or that it's caused him to be seen across the insurance industry as a fraudster. So, I'm not upholding his complaint and I'm not going to ask Aviva to do anything more.

### **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 R to accept or reject my decision before 14 August 2025.

Richard Sowden  
**Ombudsman**