DRN-5643644

Complaint

Mr T complains Aviva Insurance Limited (Aviva) unfairly cancelled his car insurance policy.

What happened

In July 2024 Mr T took out a car policy with Aviva. The policy terms and conditions explained:

> *We (or Your insurance intermediary* [or N]*), may cancel this insurance at any time by sending seven days written notice of cancellation to your last known postal address on Our records where there is an exceptional or valid reason for doing so.*
>
> *Exceptional or valid reasons may include but are not limited to:*
>
> *• You have not provided the requested documentation e.g. evidence of Your current address, proof of no claims bonus or a copy of Your driving licence*

In November 2024 an email was sent by Mr T's broker (R) saying:

> *Your underwriters have been in contact with us to advise they are requesting some documents for validation purposes. For your underwriter to verify the details received under this policy, they have requested that we obtain more information in the form of.*
>
> ** V5 (All Pages)*
>
> *If these documents are not received within the next 30 days we will have to refer it back to the underwriters, which then may request cancellation of the policy.*

A further email was sent to the same email address on 2 January 2025 asking for this information to be sent and reminding Mr T that if the document is not received by close of business on 9 January 2025, Mr T's policy would be cancelled. The same request was also sent by letter to Mr T's home address, addressed to Mr T.

On 9 January a text message was sent to Mr T's mobile number saying information was required by 5pm for Mr T's policy to continue. As no information was received from Mr T, Mr T's policy was cancelled on 10 January.

Mr T raised a complaint about this but he was unhappy with Aviva's response and brought his complaint to us. Our Investigators investigated Mr T's complaint and said Aviva had acted fairly and within the terms of the policy. Mr T disagreed with this, and so the case has come to me for 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’ve focused my comments on what I think is relevant. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome. It’s a fairly standard requirement for an underwriter to want to see additional documents to protect themselves and customers against fraud and identity theft. This request can be made at any point during the lifetime of a policy.

Given the number of different ways Aviva tried to reach Mr T, I’m satisfied it did enough to draw his attention to the urgency and importance of sending in the requested information. The emails were sent to the email address for Mr T’s nominated representative. I’ve seen it’s the same email address given to the Financial Ombudsman Service and has been used to communicate with us. I’m satisfied it’s a valid and working email address. Mr T has also confirmed the email sent on 2 January 2025 was received but he didn’t act on it.

In line with the terms and conditions of Mr T’s policy, Mr T was sent a letter detailing what was needed. And this was sent to the correct postal address for Mr T. Aviva has provided a screenshot from its system showing the letter and email being sent on 2 January 2025. I’ve also seen that Mr T was sent a text message reminder the day before his policy was cancelled. Although the terms didn’t say this was a requirement, Aviva acted fairly by giving further notice to Mr T about the outstanding document and reminding him to send this to Aviva on time. Mr T didn’t act on this, and so his policy was cancelled the next day.

Owing to the implications of having a policy cancelled and the risk of not receiving the cancellation letter, it’s good industry practice for an insurer to use two means of communication, such as email and letter. In this case, Aviva used a total of three. I’m satisfied it did enough to communicate with Mr T in different ways, and across a reasonable timescale.

Mr T feels the penalty of having to declare a cancellation of a policy is unfair. He says Aviva should’ve reinstated his policy after he sent it what it needed. I don’t agree that Aviva should have reinstated the policy when Mr T finally contacted it after the cancellation had happened. I’m satisfied that the cancellation was applied fairly and in line with what Mr T was told would happen.

My final decision

For the reasons I have given I do not uphold this complaint. Under the rules of the Financial Ombudsman Service, I’m required to ask Mr T to accept or reject my decision before 28 August 2025.

Neeta Karelia
Ombudsman