

The complaint

Mr G complains Aviva Insurance Limited (Aviva) didn't provide the option to opt out of automatic policy renewal when he took out a motor insurance policy, and about the steps that were required to remove this after he had bought it.

What happened

When checking his motor insurance policy documents, Mr G noticed his policy was set to automatically renew at the end of the term of cover.

Because he didn't want his policy to automatically renew, he contacted Aviva. It explained when customers set up an Aviva Zero policy, their policy is set up on an automatic renewal. It removed the automatic renewal for him. And explained how he could remove it himself.

Mr G wasn't happy that the automatic renewal had been added to his policy without any prior consent and that the process to disable it wasn't disabled friendly and by only having the online chat to cancel his automatic renewal, Aviva hadn't provided reasonable adjustments as is required under the Equality Act 2010. He asked for the written address of which to send his complaint. Aviva's agent incorrectly told him there was no postal address and it was an online insurer only and could only do email, online chat and phone call.

Aviva apologised for providing the wrong information about the complaints process and provided him with the address. It didn't find it had done anything wrong in regard to its automatic renewal process.

Because Mr G was not happy with Aviva, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said Aviva had shown Mr G would have been provided with an opportunity to turn off automatic renewal without having to contact it via online chat before the policy was set up. And he could've logged into his Aviva account to do this. They didn't agree that Aviva had acted unfairly or unreasonably.

As Mr G is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

It is not the role of this Service to decide if Aviva have breached the Equality Act 2010. My role is to assess this complaint, using the evidence provided by Mr G and Aviva and make a judgement on whether Aviva acted fairly and reasonably in the circumstances of this specific complaint.

It is Mr G's view that a separate step to opt out of automatic renewal disadvantaged him because the step was poorly designed. He said automatic renewal creates him undue stress and anxiety. He suggested an easier option, such as a toggle button on the screen, would be more disability friendly and convenient and the lack of such an option seems unjustified and prejudicial.

Aviva said when customers set up an Aviva Zero policy, their policy is set up on an automatic renewal. It provided evidence of its policy purchase process showing customers have the option to opt out of the automatic renewal before payment is required. The screens presented include an explanation that the policy will automatically renew and gives the option to opt out of automatic renewal by changing an on/off toggle button.

Mr G didn't opt out at this point and proceeded to purchase his policy. When checking the documentation provided by Aviva he noticed his policy was on automatic renewal. He said he was directed to the online live chat feature as the *only* option to change this.

However, I saw evidence he could also have done this online through his Aviva account. Within the policy documents provided to Mr G it says;
"You can choose whether to opt in or opt out of automatic renewal at any time, free of charge, in your Aviva Zero account. Please read your important information document for further details on the automatic renewal process."

When Mr G was on Aviva's online chat, the advisor cancelled the automatic renewal and provided a detailed explanation as to how this could be done through his online account.

Mr G said as part of the Consumer Duty, specifically the consumer support outcome, Aviva must not impose *"unreasonable exit fees, charges or other costs like delays, distress or inconvenience without good reason"*. He said he did experience distress as a disabled user because of the design of its process meant he couldn't change the automatic renewal easily online.

I am very sorry Mr G was caused to feel distressed and anxious when he noticed his policy had been set to automatically renew after he bought it, and he needed to disable this. However, the option was provided to opt out of automatic renewal prior to him buying the policy by clicking on the on/off toggle button. And there was more than one option on how to turn it off after he had bought the policy. I found Aviva's process to be inclusive and there were options that adequately supported Mr G.

I realise Mr G will be disappointed, however, from what I've seen I'm satisfied Aviva acted fairly. Therefore, I don't uphold Mr G's complaint and don't require Aviva to do anything further.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 November 2025.

Sally-Ann Harding
Ombudsman