

The complaint

Mrs T complains that Aviva Life & Pensions UK Limited failed to cancel her income protection policy properly, which resulted in her paying an additional eleven months of premium payments.

What happened

Mrs T is represented by her husband, Mr E, in bringing the complaint. Mrs T took out an income protection policy through Aviva which began on 13 January 2021. It offered her a set monthly benefit amount should she become incapacitated by an illness or injury that prevented her from working throughout a deferred period of 13 weeks and beyond.

In December 2023, Mr E – on behalf of Mrs T - completed an online form to notify Aviva that she wished to cancel the policy.

In November 2024, Mrs T reviewed her bank statements and realised she was still paying premiums for the policy. Mr E helped her cancel her direct debit and liaise with Aviva as to why the policy hadn't ended in December 2023 as anticipated.

Aviva explained to Mr E that the request to cancel the policy had been completed incorrectly on 16 December 2023. It had therefore sent Mr E an email dated 19 December 2023 to verify the cancellation request but it had not received any reply.

Mrs T complained. She said neither she nor Mr E had received any emails from Aviva as alleged. She said Aviva had the necessary information to proceed with the cancellation and by failing to seek a reply to the email, it breached its fiduciary duty to her.

Aviva rejected the complaint on 21 November 2024. It said the information it had received had Mr E's name, not Mrs T's. And it had correctly issued an email to Mr E to ascertain if the cancellation request was valid. Aviva said it did not believe it was required to contact Mrs T, nor did it think it feasible to chase each customer that did not reply to an email.

Mrs T brought the complaint to this service. She said Aviva's cancellation process was unnecessarily complex and she felt it contained processes designed to stymie cancellations. She submitted that Aviva could have sent another email, a letter, or tried to call to follow up with her. Instead, it had done the bare minimum and discharged all responsibility.

An investigator from this service considered the complaint and initially believed it ought to succeed in part. She thought Aviva had acted fairly in requiring further information from Mr E before it could cancel the policy since the form was incorrectly completed. However, since Mrs T had been insured twice for the same period, our investigator felt Aviva should return 50% of the premiums she had paid because it likely would have only covered half the insurance risk in the event of a valid claim.

Mr E said that he and Mrs T still believed Aviva hadn't done enough to help them cancel the policy. But in the interest of reaching a conclusion to the matter, Mrs T accepted the investigator's proposal.

Aviva did not accept the investigator's findings. It said it hadn't seen any evidence of the additional policy held by Mrs T; it also did not accept that Mrs T couldn't have claimed on both policies in the event she became unable to perform her job due to illness or injury.

The complaint was then passed for review by an ombudsman. Before any decision was reached, our investigator asked Mr E to supply evidence of Mrs T's duplicate cover.

Mr E explained that Mrs T had alternative cover through her work and the review regarding cancelling the income protection policy came about because she went off on a period of maternity leave. Mr E said that it still remained the case that Aviva should have made additional efforts to assist Mrs T with cancelling her policy, and because it didn't do so she overpaid eleven monthly premiums.

Our investigator thereafter reconsidered the complaint and did not believe it should succeed. She appreciated Mr E and Mrs T's position, but she agreed with Aviva that the cancellation request did not supply all of the relevant information to allow Aviva to proceed. So, she could not hold Aviva at fault for that. And, since Mrs T didn't have other income protection cover, she could no longer agree that the liability ought to be split.

The parties had no other comments to make. The complaint has now been passed to me.

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 thank both parties for their patience whilst this matter has awaited an ombudsman's decision. Given my remit to make findings on what I believe to be fair and reasonable in the circumstances, I am not required to address each point raised. Instead, I will set out what I determine are the central issues in this complaint. Our rules permit me to take that approach.

Having reviewed this complaint carefully, I agree with the outcome reached by our investigator – that means though I realise my decision will be disappointing for Mrs T and Mr E, I won't be asking Aviva to do anything further to resolve the complaint. I'll explain my reasons below.

In summary, my findings are:

- It's important for me to point out that we do not act in the capacity of a regulator. That remit falls to the Financial Conduct Authority ('FCA'), where it may look at wider issues governing how businesses conduct their operations or exercise what may be commercial judgement on the provision of a particular service.
- My role isn't to substitute my view for that of a business but instead, to determine if a business has acted fairly in all the circumstances of a complaint.
- I am satisfied that Aviva has fairly refused to refund Mrs T's policy premiums paid from December 2023 to November 2024.
- It is clear that Mr E and Mrs T wanted to cancel Mrs T's policy as they had reviewed her cover following her impending period of maternity leave later that month. But, the online form they completed on 16 December 2023 was filled out incorrectly. It had Mrs T's title, printed name as a signature and partial date of birth (the date and

month were correct, but they gave an incorrect year). However, the names were given as Mr E's first name and surname and the contact email as Mr E's.

- It is for that reason that Aviva followed up by email with Mr E on 19 December 2023 to explain that the details he had given about himself didn't match the policy number. It asked him to reply to Aviva and clarify a full name, date of birth, address, type of cover and policy number.
- I recognise that Mr E says he did not receive the email (and nor did Mrs T – though she wasn't sent an email), but it was correctly issued to the email address he had provided.
- Neither party followed up further until Mrs T reviewed her bank statements after she returned from maternity leave.
- Mr E and Mrs T submit that the failure to her back from the 19 December 2023 email should have triggered a wider customer service or fiduciary duty towards Mrs T by Aviva – but I don't agree.
- Whether such a fiduciary duty exists depends on the facts of the complaint, and in this case, I do not agree that Aviva had the obligation that Mrs T and Mr E have contended. I say that being mindful of the evidence regarding the contractual arrangement between the parties as well as the statutory and regulatory framework set out by the FCA.
- I do not take the view that Aviva acted in any unauthorised way, so as to profit from the continued receipt of premiums.
- Aviva's duty to Mrs T was to cancel her policy at her request – as she was the sole policyholder. The cancellation notice it received was from Mr E. It did not contain enough identifiable information for Aviva to safely assume Mrs T's policy should end.
- Put another way, if Aviva had allowed the policy to be cancelled on receipt of incorrect information and Mrs T had needed to make a claim, valuable cover could have been lost.
- I believe it was fair and reasonable for Aviva to seek further information to ascertain the accurate details for the cancellation request – which it did by email to the address it was given. Aviva heard nothing further until November 2024 when Mr E called it to query the ongoing cover on Mrs T's behalf.
- I don't accept that Aviva was primarily at fault for the premiums continuing to be paid. Aviva was not the only party responsible for actioning the cancellation – the request was from Mrs T – and it required her (or Mr E on her behalf) to provide correct information if using the online cancellation form.
- Mrs T could have cancelled her direct debit in December 2023 and she or Mr E could have contacted Aviva to establish if the request had been completed, but they did not do so. Given it was Mrs T's wish to end the cover and not Aviva's, I'd reasonably have expected the onus to be on Mrs T (or Mr E on her behalf) to verify that her request was completed, given they had heard nothing further from Aviva.
- Overall, I am not persuaded that Aviva has acted in any manner which was contrary to the terms and conditions of Mrs T's policy by continuing to collect direct debits for

the monthly premiums. That's because it had not received any valid instruction to cancel the policy.

- For completeness, I also do not find that Mrs T was overinsured. Mr E has confirmed to our investigator that Mrs T didn't have other income protection benefits through her employment, as had been previously suggested. Her reason for cancelling the policy was because she had reviewed her cover ahead of her forthcoming maternity leave.
- I cannot agree that Aviva would have had its risk limited whilst the policy was in force such that it ought to make any type of partial payment of policy premiums to Mrs T now. It offered her income protection cover in return for the ongoing payment of premiums; Mrs T needed to contact Aviva with accurate policy information should she want the policy to be cancelled – which eventually happened in November 2024 and accordingly, the policy ended at that time.

My final decision

I do not uphold this complaint or make any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 16 October 2025.

Jo Storey
Ombudsman