

The complaint

Mr B complains about how Aviva Insurance Limited acted when cancelling his motorbike insurance policy.

Any reference to Aviva includes actions taken by its agents.

What happened

The circumstances of this case are known to both parties, but in summary Mr B purchased a motorbike insurance policy, underwritten by Aviva, through a broker in April 2025. Following the policy inception, Aviva asked Mr B for additional information so it could validate the policy. So, it wrote to Mr B in May to request a copy of the vehicle's V5 registration document alongside other documentation.

Mr B couldn't provide all the documentation by the deadline and so Aviva provided Mr B with seven days' written notice of its intention to cancel the policy. As Mr B couldn't provide the documentation within the notice period Aviva cancelled the policy. Unhappy with the cancellation, Mr B complained. He said he was away for work when it sent him the letters, so he didn't receive them, he didn't have the V5 as he hadn't taken ownership of the vehicle yet, and its letters requesting the additional information were unclear.

Aviva didn't uphold the complaint and said it was entitled to cancel the policy with seven days' notice if it didn't receive the documentation it requested. As Mr B remained unhappy, he referred his complaint to this Service.

Our Investigator didn't uphold the complaint. In summary they said that they didn't think Aviva had acted unfairly and that even if Aviva had emailed its request to him as well as sending it in the post, Mr B still wouldn't have been able to provide the V5 due to not taking ownership of the vehicle yet. They also concluded that had Mr B declared that he didn't own the motorbike at the point of application, it's unlikely Mr B would've been able to obtain a quote.

Mr B disagreed and asked an Ombudsman to make a final decision. In summary Mr B said the comparison site allowed him to obtain a quote despite confirming he didn't yet own the motorbike, the policy didn't require him to be the registered keeper or owner, and that the letters Aviva issued were unclear and delayed which prevented him the opportunity to cancel the policy voluntarily and avoid having to declare this in the future.

So, the case 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 don't uphold this complaint. I'll explain why.

I recognise I have summarised the circumstances of this case in less detail than presented. But I would like to assure both parties that I have carefully considered all submissions made when determining this complaint. I may not comment on each point raised or each piece of evidence provided. Instead, my decision will comment on the issues I consider to be key. This isn't intended as a discourtesy but reflects the informal nature of this Service – and the rules this Service are expected to adhere to enable me to do this.

The starting point with any insurance policy is the policy terms and conditions as this sets out the basis of cover between the insurer and its policyholder. Relevant industry rules say that firms must provide their policyholders with information that is clear, fair and not misleading. Having reviewed the policy terms, I'm satisfied they clearly allow Aviva to cancel the policy if a policyholder doesn't provide information it reasonably requires, provided it gives seven days' written notice.

I can see Aviva requested additional information from Mr B on 1 May 2025 and asked this be returned to it by 8 May. As it didn't receive all the information it requested by the set deadline, it issued a notice of its intention to cancel the policy on 9 May. An email was also sent to Mr B to confirm that a notice of cancellation had been sent in the post.

Mr B says the communication he was sent was unclear and delayed which prevented him from cancelling the policy voluntarily, I don't agree. I think the notice of cancellation clearly explained what was required, the deadline, and the consequences if Aviva didn't hear from him. I recognise Mr B wasn't at home to receive the original request as he was working away. But the cancellation notice was sent both by post and by email, These clearly explained the impact of cancellation and what this meant for Mr B. So because Aviva sent the cancellation notice both by post and by email, and clearly explained what would happen next, I think this gave Mr B a reasonable opportunity to provide the documentation or ask for the policy to be cancelled.

I recognise Mr B didn't have the V5 at the time Aviva requested it. However, insurers are entitled to request reasonable information to validate a policy after it has started. Where that information isn't provided, even for understandable reasons, the insurer is still entitled to act in line with the policy terms. In this case, Aviva allowed time for the information to be provided and explained what would happen if it wasn't. So, I don't think its decision to proceed with cancellation was unfair.

Mr B said he was able to obtain a quote despite declaring he didn't yet own the motorbike. However, a quote and an application aren't the same. Aviva has shown that when proceeding to an application, a date confirming ownership was present, and that without this Mr B would have needed to contact the broker by phone to continue. So on balance, I find it more likely than not that a date was entered.

Cancellation of a policy can have significant consequences, so insurers are generally expected to use more than one method to notify customers, for example by email and by post. Aviva did this here. Taking everything into account, I'm satisfied it took reasonable and proportionate steps to communicate with Mr B over an appropriate timeframe.

So, taking all the information into account, I don't think Aviva's actions caused Mr B an avoidable or unfair disadvantage. And I'm satisfied it acted in line with the policy and treated him reasonably in the circumstances.

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 B to accept or reject my decision before 20 February 2026.

Oliver Collins
Ombudsman