

The complaint

Mr and Mrs L have complained about the service provided to them by their motor insurer, Aviva Insurance Limited ('Aviva'), when they tried to amend Mrs L's car registration number on the policy.

What happened

Mr and Mrs L have a motor insurance policy with Aviva. Mrs L is the main driver and Mr L a named driver.

In July 2025 they obtained a private number plate for Mrs L's car and after registering it with the Driver and Vehicle Licensing Agency (DVLA), they tried to update the registration on Aviva's online system. Unfortunately, they weren't able to do so, so they contacted Aviva's online chat function for further assistance.

On the online chat they were told that the private registration was not yet showing up on Aviva's system. They were also told that it would take 72 hours for the DVLA to update Aviva so it could update its system.

Mr and Mrs L then decided to call Aviva. The handler they spoke to said they still couldn't assist them and provided them with an email address to send relevant information to. Mr and Mrs L said until the change was made they couldn't use the vehicle and that they had no option but to take out temporary cover in the meantime. They added that they wanted to raise a complaint and found the handler to be rude and to be talking over them.

Mr and Mrs L then proceeded to take out temporary insurance using the new registration. This cost them £65.99. Aviva wrote to Mr and Mrs L two days after their original contact to say that the number plate had been updated on the policy.

The following day, three days after Mr and Mrs L's original contact with Aviva, they made a written complaint to Aviva and said they held it responsible for the cost of the temporary insurance and for the time it took to deal with it and its systems. They said that no one was willing to help or offer any advice and that when they called, they were put on hold for over 10 minutes and ultimately gave up.

On the same day, Aviva offered Mr and Mrs L £50 compensation stating this was the maximum it could offer as an online insurer. Mr and Mrs L declined the offer and said they had referred the matter to our service.

Mr and Mrs L brought their complaint to our service on the same day and said they believed what Aviva had told them about the compensation was incorrect. They said they wanted to

be fully reimbursed for the unnecessary costs they'd incurred and to be compensated for the distress and inconvenience they'd experienced.

In the meantime, Aviva wrote to Mr and Mrs L and asked for proof of the cost of the temporary cover to send to its finance team.

Aviva issued a final response letter in August 2025 and upheld the complaint. It accepted that Mr and Mrs L had been given incorrect advice and information during the live chat and phone conversations with it. It apologised for the poor service provided and said appropriate feedback had been given to the handlers involved. It also accepted the complaint should have been logged earlier than it was and said it would refund the cost of the temporary policy Mr and Mrs L had taken out, and pay an additional £350 compensation for the distress and inconvenience it caused them.

Mr and Mrs L felt that Aviva failed to address the underlying conduct issue which related to being erroneously told £50 was the maximum compensation it could offer. They felt that the adviser originally tried to get rid of the issue cheaply by giving them false information and then later tried to cover this up. They also questioned the timing of its offer to cover the cost of the temporary cover and said this was only offered after they mentioned that they'd referred the matter to our service.

Aviva said it understood the seriousness of being incorrectly advised regarding the £50 offer. It said the offer to reimburse the temporary cover was made further to Mr and Mrs L's complaint email.

The matter was then referred to one of our investigators to review. Our investigator acknowledged that Aviva's service had been poor but felt that its offer provided a fair and proportionate resolution to the matter.

Mr and Mrs L didn't agree and asked for an ombudsman's decision. They said that they weren't given a reason as to why Aviva suddenly changed its position regarding the offer it made to them. They said without reasonable explanation to the contrary, they could only see this as the adviser being completely aware of their actions and deliberately attempting to deal with the matter outside the regulated complaints process. They said the adviser was questioned by Mr L regarding their statement and they offered no answer. Mr and Mrs L considered Aviva's response that this was an innocent mistake and poor customer service, to be minimising the seriousness of the issue.

Our investigator didn't change his view and so the matter was then 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.

Aviva has accepted that its service was poor and that Mr and Mrs L were given incorrect information during their online chat and telephone conversations with its handlers. During the online chat they were advised the DVLA would contact Aviva within 72 hours so it could

update its system bearing in mind the new registration was registered with the DVLA that day. Aviva acknowledged that was incorrect.

When Mr and Mrs L called Aviva on the first day they tried to update the registration, the handler told them to send an email which would go to the relevant team to review. I don't think this was good enough, and as Mr and Mrs L pointed out, they couldn't use the car in the meantime. During that conversation, Mr and Mrs L raised a complaint which Aviva acknowledged wasn't logged for another three days which again was not acceptable.

Mr and Mrs L said the crux of the complaint and the main reason for their request for an ombudsman's decision was the misleading information they were initially provided with regarding the £50 offer. They said they were lied to and that Aviva merely dismissed this as poor customer service rather than something more serious.

I have listened to Mr L's conversation with the handler who sent that email. Mr L asked why Aviva's stance had changed and why it was suddenly prepared to cover the cost of the temporary cover when it had previously said it could only offer up to £50. Mr L also asked the handler if they were familiar with the DISP (Dispute Resolution rules) and ICOBS Insurance: Conduct of Business sourcebook both found in the Financial Conduct Authority Handbook and the handler said they weren't and apologised. Mr L said the handler was lying to a customer and felt this was probably intentional. He added that most customers would have been happy with the offer and would have gone away.

I understand why Mr and Mrs L feel strongly about this. However, to find that a handler intentionally misled a customer I would need clear evidence of deliberate dishonesty, and I have not seen that here. On balance, based on what I have seen I think the handler's actions are more consistent with poor training and a lack of familiarity with relevant rules than with an intention to deceive. Aviva has accepted the information given was inaccurate and says feedback has been provided to the handler; in the circumstances, I consider that response fair and reasonable.

I also think it was fair and reasonable that Aviva reimbursed the cost of the temporary cover Mr and Mrs L had to take out as the only reason this was necessary was due to Aviva's system.

Based on Aviva's overall poor service and many errors I think its offer of £350 compensation for the distress and inconvenience it caused Mr and Mrs L is fair and reasonable. This amount is in line with awards we would make where the distress and inconvenience is considerable and typically lasts many weeks or months or where the mistake has serious short-term impact. Here, the impact included disruption to vehicle use, the time and effort involved in repeated contacts, and the understandable distress caused by inaccurate information—mitigated by the fact the registration issue itself was resolved within two days and Aviva's later remedial steps. Taking everything into account, I've decided not to ask Aviva to increase this offer.

Finally, I want to acknowledge Mr and Mrs L's concerns about having been given incorrect information, and their worry that other customers may not have known to challenge the £50 figure and might simply have accepted it. As Mr and Mrs L may be aware, in this decision I am only able to consider their individual complaint and the impact Aviva's actions had on

them. Mr and Mrs L did pursue the matter further and Aviva made them an offer of compensation which, in the specific circumstances, I consider to be fair and reasonable. If they have concerns about the wider impact of Aviva's actions this is something they may be able to refer to the regulator.

My final decision

For the reasons above I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 11 March 2026.

Anastasia Serdari
Ombudsman