

## **The complaint**

Mrs W complains because she says Aviva Life & Pensions UK Limited failed to act on her request to cancel an Aviva Protection Account life assurance policy.

## **What happened**

In February 2011, Mrs W took out a Protection Account policy, which provided life cover. The policy was due to expire in February 2024. While Aviva wasn't originally the underwriter of the contract, it later became the policy insurer.

Subsequently, in February 2021, Aviva sent Mrs W a policy statement, setting out details of her cover, including the expiry date. On 4 March 2021, Mrs W called Aviva to check the policy term because she'd believed the policy provided whole of life cover. Aviva confirmed that cover would end in February 2024. As Mrs W asked Aviva to try to extend the policy term, Aviva sent through a change request to the relevant team.

However, Aviva declined to increase the policy term and in mid-March 2021, it wrote to Mrs W to let her know. The letter also let her know about another protection option it had available.

In January 2024, Aviva wrote to Mrs W to let her know that the policy term had expired. Mrs W contacted Aviva to complain because she said she'd asked Aviva to cancel the policy in March 2021. She felt Aviva should refund the premiums she'd paid for the policy after that date.

Aviva didn't agree. It said it had no record of Mrs W asking to cancel the policy. And it said it didn't have any record of Mrs W calling it again following the call on 4 March 2021.

Mrs W was unhappy with Aviva's decision and she asked us to look into her complaint. She felt she'd had duplicate cover elsewhere and she asked why she'd have knowingly paid for two policies.

Our investigator didn't think Mrs W's complaint should be upheld. He didn't think there was enough evidence to show Mrs W had asked Aviva to cancel the policy in 2021.

Mrs W disagreed and so the complaint's 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, whilst I'm sorry to disappoint Mrs W, I don't think Aviva has treated her unfairly and I'll explain why.

When considering whether I think Aviva treated Mrs W fairly, I've taken into account the relevant regulator's rules, principles and guidance, together with other relevant considerations.

It's clear how strongly Mrs W believes that she asked Aviva to cancel her policy in March 2021 and that Aviva failed to act on this instruction. On the other hand, Aviva says it has no record to show Mrs W contacted it after her call of 4 March 2021 or that she asked it to cancel the policy.

Where there's a dispute about what's been said or done, I need to make a decision on the balance of probabilities – what I think is most likely to have happened, taking into account the available evidence and circumstances.

Aviva has provided a copy of the policy statement it sent to Mrs W in February 2021. This clearly set out that Mrs W held life cover and that the policy was due to expire in February 2024. Given Mrs W called Aviva around a week after that letter was sent, I think it's most likely that she was prompted to contact Aviva after receiving the statement.

I've listened carefully to the call between Mrs W and Aviva on 4 March 2021. Mrs W *didn't* ask for the policy to be cancelled during that call. Instead, it seems Mrs W believed she held whole of life cover. While the call handler explained other potential cover options to Mrs W during the call and Mrs W accepted she might need alternative cover, she didn't ask to cancel the policy. Instead, she asked Aviva's call handler to make a request to extend the policy term. So I don't think I could fairly say that Mrs W asked to end the policy at this point. Rather it appears that she wanted more life cover than the policy offered.

Aviva has provided us with a copy of a letter it sent to Mrs W on 17 March 2021. This explained that the extension request had been declined and set out details of how Mrs W could look for a policy which might provide the cover she wanted. There was nothing in this letter to suggest that Mrs W's existing policy had been or would be cancelled in 2021.

I asked Aviva to provide me with its call records from March until the end of April 2021, and to provide evidence of the searches it carried out using the numbers it seems Mrs W told it she would have called from. Aviva has provided evidence to show the only call noted on its system was Mrs M's call of 4 March 2021.

On the balance of probabilities then, while I've carefully taken into account Mrs W's version of events, I simply don't think I could fairly or reasonably find that it's more likely than not that Aviva failed to act on an instruction to cancel the policy. I think it's provided enough evidence to show, on balance, that it didn't receive such an instruction from Mrs W.

So while I'm very sorry to disappoint Mrs W, I don't think I could fairly conclude that Aviva has done anything wrong which it needs to put right. And so it follows that I'm not directing Aviva to refund the premiums she paid for the life cover after March 2021.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 25 October 2024.

Lisa Barham  
**Ombudsman**

