

## **The complaint**

A company, which I'll refer to as B, complains that Aviva Insurance Limited incorrectly dealt with a claim that was made against its mini fleet insurance policy.

Mr M, who is a director of B, brings the complaint on B's behalf.

## **What happened**

The facts of the case are well known to both parties, so I won't detail them again in full here.

In brief, Mr M complains Aviva:

- Caused confusion and delayed in clarifying the vehicle involved
- failed to investigate the circumstances of the incident
- failed to question or limit the costs of the third-party claim
- deliberately delayed in complying with a request for evidence

He's also unhappy about the impact this has had on the renewal premium for B's policy.

## **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.

Mr M has provided a lot of information and has raised a significant number of points about how he believes Aviva has handled the claim.

My role as an ombudsman is to decide how a complaint should be resolved, quickly and informally. That means I will focus my investigation and decision on what I consider the crux of the issue to be. I don't intend to comment on everything Mr M has said or asked, unless I consider it relevant to the decision I need to make. But I can confirm I have thoroughly read and considered all the evidence presented by both parties.

Having reviewed everything, I agree with the conclusions reached by the investigator for the following reasons:

- Aviva delayed in contacting Mr M about the claim that was made against his policy. It did however correctly identify the vehicle registration number on the letter that was sent to Mr M. It appears confusion was caused as there was another claim that was being dealt with around the same time as this one was initially notified. Mr M has said Aviva gave different information to his broker, however from the evidence available to me I can't see that was the case. Aviva has recognised it could have acted more quickly here and that contributed to the confusion, it offered £75 compensation for this, which I think is reasonable.
- B's policy contains a clause which lets Aviva take over and deal with the claim in the way it sees fit. This is common in most motor vehicle policies. My role isn't to decide

if Aviva reached the right outcome for the claim, but to check that it acted reasonably when it did so.

- Aviva were notified of the circumstances of the incident by the third party. The information it was given was enough for it to decide that liability should be accepted for the damage caused. Insurers are experienced in dealing with claims and have a duty to settle them quickly and fairly. I don't think it acted unreasonably here.
- Mr M has questioned the damage costs that were submitted by the third party. Based on the images he had of the damage caused, he obtained quotes that were significantly cheaper. Not all damage caused is initially visible, the third party was entitled to have the vehicle repaired properly and the work needed, and costs involved were signed off by an engineer. While I appreciate Mr M disputes the value placed on those repairs, I don't think Aviva did anything wrong in paying the costs claimed. It was entitled to rely on the information it was provided with and use its experience of dealing with claims to judge if those costs were reasonable or if they needed to be questioned further.
- Mr M has said Aviva deliberately delayed in complying with a request for evidence. From the evidence available to me, I can't see that was the case. I understand Mr M has referred a complaint to the relevant organisation that deals with complaints about data protection issues, so I won't comment on this aspect further.
- I realise Mr M is disappointed with the cost of B's renewal premium. I haven't found Aviva has acted incorrectly in dealing with this claim, so I've not had the need to assess the impact this has had on the premium quoted. If Mr M, is unhappy with the cost of the renewal premium, he would need to raise this issue with Aviva separately.

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

### **My final decision**

My final decision is that I do not uphold B's complaint against Aviva Insurance Limited .

Under the rules of the Financial Ombudsman Service, I'm required to ask B to accept or reject my decision before 27 July 2021.

Alison Gore  
**Ombudsman**