

The complaint

Ms P complains about how Aviva Insurance Limited trading as Quotemehappy.com ("Aviva") handled a claim under her motor insurance policy. When I mention Aviva, I also mean its repairers and suppliers.

What happened

Ms P has a motor insurance policy with Aviva covering her car.

In April 2021 Ms P's car was damaged in an accident with a third party. She made a claim under her policy and Aviva accepted it and started to handle her claim.

Around this time, Ms P says she was looking to sell her car due to changes in the way cars were going to be charged for in the area she lived. These changes were happening later in 2021 so it was important to Ms P that her car was sold promptly.

Ms P wasn't happy about the delays in her claim so she complained. Aviva apologised for the delay and gave Ms P £150 compensation.

A door on Ms P's car had been damaged in the original incident and Ms P says water was entering the car causing further damage to the interior. She reported this ongoing water damage to Aviva, and the car was inspected by Aviva's engineer in late June 2021.

Ms P chased Aviva again for progress in late July. Her car was taken away to fix the damage and Ms P was supplied with a hire car.

Ms P wasn't happy about the new delays in her claim. She says she had planned to sell the car in April 2021, but felt the claim delays meant she couldn't sell it.

The car was inspected by Aviva's repairer in August 2021. In the inspection, Aviva noted there was damage to the front, left-hand door consistent with the reported accident. It also showed light pre-existing damage to a few other areas.

Aviva told Ms P that it wouldn't clean all of the interior of her car, only the area that had been damaged by water leaking in through the area damaged in the original incident.

Aviva offered Ms P an additional amount of £200 as further compensation for the delays and inconvenience.

When the car was returned to Ms P she said she noticed some dents that she says weren't there before. Aviva asked Ms P if she had any evidence of this, but she only had a few photos which were taken after she'd got the car back and none from before it was sent for repair. Ms P had since sold the car so Aviva wasn't able to inspect it. So Aviva didn't uphold that part of Ms P's complaint.

Ms P asks for compensation because she says she had to sell her car at a lower price than she wanted. She says this is because of the delays caused by Aviva during the claim meaning she had less time to sell it.

Ms P remained unhappy and she brought her complaint to this service. Our investigator looked into it and upheld part of it. She said she couldn't see the damage Ms P said Aviva had caused, so didn't think it was fair to ask Aviva to pay for it. She researched the value of the car and found that its market value had increased in the time between the accident and the time when Ms P sold the car. Although she appreciated that Ms P had less time to deal with the sale of the car due to the claims delays, she said it was ultimately Ms P's choice to sell her car at the price she was offered.

But she did agree that Aviva's claims process caused Ms P distress and inconvenience, so she said Aviva should pay Ms P an additional £200 compensation, on top of the £150 and £200 awards already made.

Aviva accepted the view, but Ms P asked for her complaint to be reviewed by an ombudsman, so it has been passed to me to make a final decision.

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 am upholding Ms P's complaint in part. I'll explain why.

In order to make a final decision, I have divided Ms P's complaint into sections and will deal with each one in turn.

Vehicle value

Ms P has explained that the delays in her claim meant that she wasn't able to sell her car for what she thinks is the full value. She also points out that she had to sell it in a rush in the end because of the change in car charges where she lived.

I've looked at what Ms P's car was worth in April 2021, and then later in the year when she sold it, and I can see that the value of the car increased during that time according to various trade guides. Because of this, I'm not persuaded that Aviva's delays contributed towards a loss in value for Ms P.

I do appreciate her point about having to sell it quickly, but I'm not persuaded that I can reasonably say it's Aviva's fault. Ms P took the decision to sell, and accepted the value of the car, and I don't think I can hold that against Aviva. So I'm not going to ask it to do more.

Additional damage

Ms P has supplied photos of the car which she says shows damage caused by Aviva's repairer in about August 2021 when the car was being repaired. I can also see Aviva's photos of the car when it was inspected by its repairer. In Aviva's photos I can see small areas of damage at a few points on the car which weren't part of Ms P's claim.

In Ms P's photos, which were taken after the car came back from the repairers, she seems to focus on an area on the rear left door. Unfortunately I can't see the specific damage she says was caused by Aviva, and having compared her photos with those taken by Aviva I can't say whether any extra damage was present, or how it was caused.

Aviva had offered to inspect the car to assess the damage, but unfortunately Ms P had already sold it.

So I can't fairly hold Aviva responsible for this.

Distress and inconvenience

Aviva have already agreed to pay Ms P £150 for the initial claim delays, an additional £200 for her inconvenience, and a further £200 which our investigator said Aviva should pay due to the distress it'd caused her. Aviva agreed to pay this, and it's my understanding that it has already paid this to Ms P.

Ms P has explained how the claims delays have affected her and how stressful she has found the whole claim. She asks for a figure of £1,000 as suitable compensation.

It seems to me that Aviva's claims process has been at fault for many of the delays in the claim and I can see that in its file Aviva says it should have progressed the claim much faster than it did.

Aviva have agreed to pay Ms P a total of £550 for all of her distress and inconvenience, and I think this amount is fair and reasonable. I've looked at what this service would recommend in similar situations to Ms P and I'm not persuaded to ask Aviva to pay more.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint in part. I direct Aviva Insurance Limited trading as Quotemehappy to pay Ms P a total of £550 for her distress and inconvenience. It's my understanding that this amount has already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 25 August 2022.

Richard Sowden
Ombudsman