

The complaint

Mr M complains Aviva Insurance Limited (Aviva) caused delays to the settlement of his claim on his motor insurance policy and caused additional damage to his campervan.

There are several parties and representatives of Aviva involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Aviva.

What happened

A third-party vehicle driving on the wrong side of the road collided with Mr M's campervan.

He made a claim on his motor insurance policy and this was accepted by Aviva.

The campervan was left in Aviva's storage compound for 12 days before being moved to the authorised repairer.

Further scratches to Mr M's campervan were identified by the authorised repairer so Mr M went to look at it. Mr M also saw muddy footprints on the carpets and seats and there was a spilled drink in the cabin area indicating his campervan had been used whilst in storage.

Mr M also said Aviva did not progress the acceptance of liability for the claim as it should have done. He said it didn't do anything for a month. Mr M said this meant he was not able to hire another campervan as Aviva had not established liability.

Mr M said he had holidays booked in his campervan that he could not go on. He said if Aviva had not delayed establishing liability, he could have hired another campervan and gone on holidays as he had planned to.

Aviva offered Mr M £150 in compensation for the delays it caused.

As Mr M was not happy with Aviva, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and recommended that compensation was increased to £500 because Mr M had experienced multiple occasions where the service given by Aviva had fallen below what they would expect. They said the delay in obtaining admission of liability had resulted in Mr M's family missing out on several planned holidays and spontaneous camping trips they would have taken more locally during this delay.

As Aviva is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

The accident happened on 10 February 2022. At the scene of the accident the third-party accepted liability. Mr M made a claim on his motor insurance policy.

I have seen that when Mr M made his claim to Aviva it made a number of mistakes in the first few days.

When Mr M made the claim, Aviva told him that he was not covered, the next day it agreed he was.

When Aviva accepted Mr M's claim it initially said the campervan would be classed as a total loss and written off. Then Aviva said it was repairable and it instructed its storage partner to move the campervan to the approved repairer. The move did not happen until 12 days later.

The campervan was moved to the approved repairer and it was noted that there were additional non-accident related scratches on it, and it had been used inside.

I have seen that Aviva accepted it did not provide Mr M with the correct level of service. It agreed it was responsible for the incorrect advice at the start of the claim, for the lack of care for the campervan whilst in storage and the delay of 12 days in starting the repairs to it. Aviva organised for the scratches to be added to the repairs at no cost to Mr M.

Mr M further complained about the time taken to pursue liability. He said the delays caused by Aviva meant he was unable to hire another campervan so he could go on his planned holidays. He said this meant he had to cancel a pre booked Easter holiday and also was unable to take spontaneous camping trips.

I agree that Mr M was without a campervan for a number of months, but as his policy did not include cover for a hire vehicle, Aviva were not liable to provide this. Aviva said it did not hinder Mr M's wishes to get a hire vehicle.

I've seen that Mr M provided evidence to Aviva at the start of his claim in February 2022. This included images that were taken of the collision and the contact details of an independent witness. I also saw evidence that the independent witness had been in touch with Mr M in February to say they had not been contacted by Aviva. Towards the end of March 2022 Mr M also provided evidence from the police that they were taking action against the third-party.

I've seen that Aviva did not start to pursue liability until one month after Mr M made his claim and by this time the third-party had contested liability. Aviva wrote to the independent witness in March 2022 but there is no evidence that Aviva were proactive in pursuing evidence from them when a response was not forthcoming.

Although It is not in dispute that Mr M's policy did not cover a like for like hire vehicle, I understand the urgency for Mr M to know that liability had been confirmed as that of the third-party. He explained he was happy to pay for costs to hire another campervan to enable him to take his planned holidays. But he said he didn't wish to do this without liability having been confirmed in writing.

I think the acceptance of liability should have been pursued proactively by Aviva from the start of the claim. There has been no reason given for the delay in starting this. Liability could then have been established at an earlier date.

Although confirmation of acceptance of liability would not have sped up the repairs to the campervan it would have allowed Mr M to make an informed decision if to rent a replacement campervan, at his own cost. And then he could have attended his planned

holidays and been able to do the spontaneous camping trips as he and his family had planned.

Taking in to account the number of issues caused by Aviva during Mr M's claim including;

- Delay caused with progressing acceptance of liability.
 - Delay in moving the campervan to the authorised repairers.
 - Mistakes in the information given to Mr M about his claim.
 - The lack of care taken with Mr M's campervan when in Aviva's care,
- I think a total compensation of £500 is fair in this case.

Therefore, I uphold Mr M's complaint and require Aviva to pay Mr M £500 in compensation for the unacceptable level of service caused throughout the claim.

My final decision

For the reasons I have given I uphold this complaint.

I require Aviva Insurance Limited to pay Mr M £500 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 September 2022.

Sally-Ann Harding
Ombudsman