

## **The complaint**

Mr G is unhappy with how Aviva Insurance Limited handled a claim against him on his motor insurance policy.

## **What happened**

In July 2021 Mr G was involved in an accident with another vehicle. He explained, as he approached a red light the vehicle in front began reversing as it had overshot the lights. He began to reverse also but not far enough, and the other vehicle hit his car.

As there was minor damage to his vehicle and no evidence of damage to the other vehicle, both drivers decided to settle the issue between them exchanging contact information. Mr G tried to contact the other driver following this but was unsuccessful.

In September 2021 Aviva contacted Mr G making him aware they'd received a claim against him and as they hadn't received a response, they settled the claim on a without prejudice basis covering the third party's claim in December 2021.

In January 2022 Mr G complained to Aviva. He was unhappy as he had responded to their email and they hadn't taken account of it and went ahead and settled the third-party claim without any details or input from him.

Aviva acknowledged Mr G had responded and the claims handler had failed to upload the email to the system. They apologised and offered £50 compensation. They also let Mr G know they had dealt with the third-party claim on a without prejudice basis meaning if he wished to dispute it and had evidence to support his version of events, they could dispute the claim.

Mr G referred his concerns to this service. Our investigator felt Aviva should've done more when handling the claim at the outset and should pay £150 to reflect this. Mr G remained unhappy with the liability decision made and felt Aviva should have told him the accounts of the incident differed. He feels if they had they wouldn't have been able to hold him 100% at fault. As the investigator was unable to resolve things, it has now been passed to me 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 have a responsibility to handle claims promptly and fairly. Their terms and conditions set out the agreement between them and Mr G and it highlights that if an insured's vehicle is involved in an incident, the insured should contact them quickly even where there's no damage to the vehicle.

I understand why Mr G didn't do this as he thought it was being resolved between them, but irrespective of this he should still have reported it to Aviva in line with the terms. However, Aviva received notification of the incident from the third party and contacted Mr G to make

him aware. Mr G had responded the same day but this wasn't actioned as it should've been meaning Aviva went on to settle the claim without his input.

I can understand why Mr G was upset by this, he hadn't been able to put his version of events forward before Aviva decided he was at fault for the incident. And they hadn't asked for any supporting documentation that might have helped clarify liability. I can also see he had to chase Aviva for a response to his complaint, which took around a month for a reply.

Aviva have accepted they made a mistake, apologised and offered Mr G £50 for their error. And as they settled the third-party claim on a without prejudice basis, they've let Mr G know it remained open for him to dispute the claim and provide any evidence he had to support his version of events. I'm not aware he has provided anything further to dispute the claim.

Taking account of the service provided overall, I think the apology and £150 compensation is a fair resolution to the complaint. I say this because it fairly reflects the impact of the error made in not actioning Mr G's email, delays in responding to Mr G and not sharing the third party's testimony with him so he fully understood the allegations made against him.

I understand Mr G remains unhappy in respect of liability. It isn't my role to determine liability but he's in no different position than he would've been had Aviva uploaded his email for consideration as Aviva have maintained their view. Whilst I think Aviva should have taken account of his email at the time and followed up to better understand the situation from Mr G's perspective, this is an option that's open to him still. Aviva have advised they can consider any evidence he wants to provide to dispute the third party's version of events. And as the claim has settled on a without prejudice basis, they're able to dispute liability if they feel it's appropriate based on the evidence.

### **My final decision**

My final decision is that Aviva Insurance Limited should pay Mr G £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 January 2023.

Karin Hutchinson  
**Ombudsman**