

The complaint

Mr Q complains about the time it took Aviva Insurance Limited (“Aviva”) to close a claim under his car insurance policy

What happened

Mr Q had car insurance cover with Aviva. He was involved in a collision in February 2022 causing damage to his car.

He made a claim. He complained to Aviva about the length of time it took it to complete the repairs to his car. His complaint reached this service and was settled by Aviva paying him £300 compensation.

He was also unhappy about the length of time it took Aviva to agree liability for the collision and close his claim.

He told this service that he had to call Aviva many times for updates and it wasn't providing him with how the claim was progressing. He had to spend a long time on hold when he called and it meant he had to leave his work during the day to find out what was happening.

At one point when he called he was told the third party had offered to split the claim on a 50/50 fault basis. He accepted. But a few months later Aviva hadn't taken action on this despite telling him it was going to write to the third party.

He complained to Aviva. It apologised for not closing the claim quickly enough, provided feedback internally, and agreed to pay him £100 compensation.

Mr Q remained unhappy and approached this service. He asks for additional compensation.

Our investigator looked into Mr Q's complaint and said she agreed Aviva's service had been poor, but she thought Aviva's offer of compensation was fair.

Mr Q didn't agree with the view and asked that his complaint was 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.

From the evidence I've been provided, I can see Aviva closed the claim in August 2023, about 19 months after it happened.

Having looked at Mr Q's contacts with Aviva I can see why he's frustrated by Aviva's service. There are several notes in the file that give him the wrong information about the position of the claim. Mr Q was repeatedly telling Aviva about the previous decisions made by him, it and the third party. Some of these conversations and webchats happen a few months apart and I think Aviva's service has been poor during his claim.

I also need to think about the impact on Mr Q. His acceptance of 50/50 liability means that he accepts a 'fault' claim under his policy for the collision that happened. So although Aviva's handling of this point wasn't very good, I don't reasonably think it had a significant impact on him because he was aware of the decision and its consequences earlier than the final closure of his claim.

Although I think Mr Q will disagree with my decision here, I think Aviva has realised its process wasn't very good and has apologised and provided feedback to the appropriate staff members. It's not this service's role to punish a company for bad service, instead I must consider the impact that the poor service has had on Mr Q.

And because Mr Q agreed with the 50/50 decision on liability well before the claim was closed, I don't think his chasing up of Aviva affected the final outcome materially. In other words, I think the claim would have been closed around the same time and in the same way without his involvement.

So although I don't think Aviva's service was good enough, I don't agree that the impact on Mr Q was sufficient to say that its offer of £100 compensation isn't enough.

My final decision

Aviva has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Aviva Insurance Limited should pay Mr Q £100. If this payment has already been made then it can be deducted.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 6 March 2024.

Richard Sowden
Ombudsman