

## **The complaint**

Mr and Mrs W are unhappy with the way Aviva Insurance Limited (Aviva) handled a claim on their motor insurance policy following an accident.

For ease of reference, I'll only refer to Mr W throughout this decision.

## **What happened**

On 9 July 2023, Mr W logged a claim with Aviva and explained he'd been involved in an accident. Unfortunately, a third party's vehicle collided with the back of his car. He said he was able to drive home safely following the accident, but his car was damaged, and he was sadly injured. A few days later, Aviva appointed a repair company to assess the damage and manage the repairs. As the policy includes legal expenses cover, Aviva also appointed a firm of solicitors to pursue a personal injury claim.

A few weeks later, Mr W made a complaint as he said it was taking too long for the car repairs to be authorised, he'd provided several copies of photographs to the repair company, and he was the only person trying to progress the claim. He also felt he should have been provided with a courtesy car straight away, as he struggled to drive his wife's manual car and he didn't think it was safe to drive his own. At the same time, he made Aviva aware he was unhappy with the conduct of the solicitors they appointed to pursue the personal injury claim. Aviva then asked the solicitors to respond to those concerns as a complaint and told Mr W this service wouldn't be able to investigate that specific dispute.

In relation to the motor insurance complaint, Aviva acknowledged it took longer than it reasonably should have done for the repairs to be authorised. They explained this happened due to the initial repair company experiencing difficulties reviewing the images of Mr W's car. They didn't agree it was unsafe for Mr W to drive his car while he waited for the repairs, and said they weren't required to provide a courtesy car straight away. However, they did acknowledge a delay in providing a car once Mr W's was taken in for repairs. Unfortunately, Mr W's car was left with the garage on 8 August 2023, and he didn't receive a hire car until 12 August 2023. To reflect the distress and inconvenience these issues caused Mr W Aviva offered him £150 compensation.

An investigator at this service then considered the complaint, however as she concluded Aviva's compensation offer was fair, Mr W requested a final decision. In summary, he said the compensation should be increased to reflect his significant unnecessary involvement in the claim, and he still felt a courtesy car should have been provided straight away.

So, I've considered the complaint afresh.

## **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.

I would firstly like to reassure Mr W and Aviva that although I have only summarised the background and arguments in the section above, I have read and considered everything provided about this complaint in its entirety.

In reaching this decision, I've only considered the way Aviva handled the motor insurance claim. I haven't considered any concerns about the connected personal injury claim, or the conduct of Aviva's appointed solicitors. Solicitors are regulated by the Solicitors Regulation Authority and complaints about their conduct fall outside of the jurisdiction of this service. However, I was glad to see that Mr W has been informed of a different ombudsman service which might be able to help with those concerns.

I'm satisfied Aviva have already offered Mr W a fair and reasonable resolution to his complaint for the following reasons:

- There is no dispute the repairs to Mr W's car should have been authorised much sooner than they were. Unfortunately, this wasn't possible as while Aviva appointed a repair company within a few days, there was a technical issue which meant they couldn't review the images of Mr W's car. I appreciate this caused Mr W distress and inconvenience as he sent the pictures several times and called both Aviva and the repair company for updates. However, I'm satisfied this delay was largely outside of Aviva's control and they did everything I'd reasonably expect to help. I can see they contacted the repair company directly, shared the photographs and ultimately appointed a different company, once it became apparent the issue couldn't be resolved. They have also since apologised to Mr W for the upset this issue caused him.
- Mr W has explained he didn't drive his car while he waited for it to be repaired as he didn't think it was safe. I appreciate the accident could have impacted Mr W's confidence in the car and he was still recovering from his injuries at the time. However, he was able to drive the car home safely following the accident and as far as I'm aware, neither of the two repair companies raised any concerns about the car being driven to a garage for repairs. I've also carefully considered the nature of the damage and the photographs of Mr W's car. Having done so, I appreciate Mr W is likely to strongly disagree with me, but I'm satisfied Aviva concluded reasonably that his car was safe to drive should he have felt able to do so.
- The terms and conditions of the policy explain '*A courtesy car will only be provided when your claim has been accepted and your car is repairable, and is being repaired by our approved repairer network.*' So, under the circumstances, I don't agree Aviva should have reasonably provided a courtesy car straight away. I also think it's right they have apologised for the delay in arranging a car once Mr W's was booked in for repairs. Mr W accepted a hire car via a third party instead of a courtesy car under the terms of the policy. However, I'm satisfied this doesn't impact the outcome of the complaint, as it remains the case that the first time Aviva were required to provide an alternative car was 8 August 2023. Mr W didn't incur any additional travel costs, during the first few days when his car was in the garage, so everything considered and on balance, I don't think a loss of use award is appropriate here.
- By its very nature, every insurance claim will involve a certain amount of distress and inconvenience. I appreciate Mr W feels he did more work than necessary, and he should receive a larger amount of compensation, but having reviewed everything that happened and the impact of the delays, I'm satisfied £150 is a fair and reasonable amount and I see no grounds for directing Aviva to increase it.

## **My final decision**

I uphold this complaint and direct Aviva Insurance Limited to pay Mr and Mrs W £150 compensation in total if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 19 April 2024.

Claire Greene  
**Ombudsman**