

The complaint

Ms N complains that Aviva Insurance Limited has treated her unfairly when handling a claim made on her motor insurance policy.

What happened

A claim was made with Aviva on 9 August 2023. When the claim was first made, Aviva felt Ms N's car could be a total loss and that it was not repairable. Ms N questioned this and on 18 August, Aviva agreed the car could be repaired.

Ms N's car was a Wheelchair Access Vehicle (WAV) and it had been adapted for her needs. Ms N asked whether the car could be sent for repairs to the company who originally completed these adaptations and it was noted the security system could only be programmed by this garage.

The garage Ms N wanted to complete the repairs to her car was asked to provide an estimate of the costs so this could be approved by Aviva. Aviva needed to chase for an update on this from the garage and it was told on 8 September it was not able to complete the repairs.

Aviva was not able to source an approved repairer to undertake the repairs to Ms N's car and on 19 September, it asked if Ms N could provide the details of a repairer who was able to complete this. It also offered Ms N a courtesy car at this point but after offering this, it was unable to find a suitable car from its suppliers.

Ms N complained about the service received here and a final response offered £200 for the distress and inconvenience caused and this was accepted by Ms N and paid by Aviva.

In November 2023, a further complaint was raised by Ms N. She said the impact of her car not being repaired had not been fairly considered. She had missed work events as she was not able to attend these and was unable to visit a friend who was unwell. She had also been unable to attend hospital appointments.

Aviva looked at the complaint again under the same reference and issued a new response. It said it had offered to cover the cost of travel and taxis for Ms N as well as overnight accommodation costs for her to be able to visit her friend who was unwell. But it recognised the impact of the delays in the car being repaired and made of an offer to increase its previous award by £600 to £800.

Ms N brought her complaint to this Service in February 2024 and raised a number of new complaint points about what had happened since the final response was issued in November 2023. Our investigator said any new complaint points needed to be dealt with separately and Aviva had to be given the opportunity to consider these before the complaint could be looked at by us. So they split the complaint with this complaint focusing on the service and delays up until 22 November 2023 only.

Our investigator felt there had been delays with the handling of the claim. And although

Aviva had noted Ms N's additional needs, they didn't think they'd done enough to show these had been fairly considered and the impact of its actions on Ms N. They recommended that Aviva increase the award for distress and inconvenience to £1000, this was inclusive of the £200 previously paid.

Aviva accepted to pay the increase and this was paid to Ms N. But it highlighted the support it had offered with the options for train and taxi costs to be covered and hotels. It said it was not aware that Ms N would need these costs covering upfront and had it been, it could have arranged a cash advance for them. So it felt it had done all it could to support her position while the claim was delayed.

Ms N didn't accept the award. She highlighted she needed to pay insurance for the car during the time it was not useable because of the delays in the repair and the cost of the policy almost negated the award. So she didn't think she was being fairly paid for the impact of the failings and the distress and inconvenience of the situation.

Our investigator dealt with the additional costs in the linked complaint and didn't think there was anything provided to persuade them to increase the level of award for the impact of the failings up until 22 November 2023, which is what this complaint is focused on.

Ms N continued to disagree and complaint was referred to decision because of this.

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 agree the outcome reached by our investigator and accepted by Aviva is a fair and reasonable outcome for this complaint. I accept Ms N feels the award ought to go further, but I'll explain why I think this is the case.

It has been said previously, but I want to be clear that I've only focused on the actions of Aviva up until the date of its final response issued on 22 November 2023. Issues have continued past this point which will clearly have a link to the previous events, but when dealing with complaints and whether a business has treated a customer fairly, we can only consider what has happened up to and in response to the complained event.

I think some delays can be attributed to the third-party garage being slow to provide Aviva with an update on whether it could complete the repairs to Ms N's vehicle, but Aviva did add delays. And it is not disputed that things could have been better with the handling of this claim, with it being recognised this hasn't been handled promptly as is expected and set out within the Insurance Code of Business Sourcebook (ICOBS).

Ms N's car is a specially adapted vehicle, needed to allow her to travel with her wheelchair and it means if there is an issue with the car, the impact on her could be greater. This is because finding another car which is accessible to her may be difficult. This was highlighted by Aviva when it offered to source Mrs N a courtesy car but was unable to do so.

Although Ms N's policy did not include cover for a courtesy car, Aviva felt it was fair and reasonable to offer one when it was unable to find a suitable garage to repair Ms N's car in a reasonable time. I think it was acting fairly when offering this, but as it has recognised, when a car wasn't available its offer resulted in additional distress and inconvenience being caused.

When Ms N's car was not repaired, she was unable to attend both work events and a visit to

a friend who was very unwell at the time. This was clearly a distressing time and while I appreciate Aviva offered to reimburse any travel costs associated with Ms N making her journeys by other means, it wasn't made clear that these costs could be covered ahead of the event. Ms N said she didn't have the means to cover these costs herself upfront and the offer of later reimbursement didn't mean it was an offer which provided her a practical option.

I accept that Ms N could have highlighted these concerns to Aviva, but I also think it could have provided notice of this option when talking through the options it had to assist. When this didn't happen, it meant Ms N lost the opportunity to see her friend and this will have added significant upset.

There will always be a level of inconvenience and stress associated with an insurance claim. It is the unfortunate reality of what happens when something goes wrong and the time and effort it will take to put things right. And with the impact on Ms N and her ability to use other means of travel and the cost to her, it is reasonable to expect this impact can be more significant in a shorter period of time. And further stress was added when Aviva asked Ms N to source a repairer for the car when it was unable to.

Overall I think it is right the impact of this complaint is recognised, but I am satisfied that a total award of £1000 in recognition of this is fair and reasonable. This is an award inline with this Service approach to distress and inconvenience payments and while I accept Ms N would like this increased, I think this reflects the distress and inconvenience of this situation above and beyond what I would consider reasonable.

Putting things right

Aviva has said it has already paid the additional £800 to Ms N taking the total award for the distress and inconvenience of this complaint to £1000. (Including the £200 paid previously). But if this has not already been paid, it should now pay this £800.

My final decision

For the reasons I've explained above, I uphold Ms N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 29 November 2024.

Thomas Brissenden
Ombudsman