

The complaint

Ms N complains that Aviva Insurance Limited has acted unfairly when handling a claim made on her motor insurance policy and she has lost out as a result.

What happened

A claim was made with Aviva on 9 August 2023. When the claim was first made, Aviva felt Ms N's car would be a total loss and 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 within its network. 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. And she had 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 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.

We separated the complaint into two. The first complaint dealt with the issues Aviva had considered previously.

Ms N's new complaint points were linked to the first. She was unhappy with the overall delay

with the claim and how this was being handled. She felt it was now fair that Aviva treated her car as a write off and she asked that it pay her its value as a total loss. She also highlighted her concerns about the customer service received during this time.

Aviva looked at the complaint and issued a final response in June 2024. It offered Ms N £13000 for her car which it felt was the market value. It also offered £500 to recognise the impact of the claim handling. This £500 was later increased to £600 as there was a delay in the total loss payment being issued.

Our investigator looked at this complaint and said they felt the payment for the market value of Ms N's car was fair. Ms N accepted this point and doesn't dispute the valuation and amount paid.

With the customer service and delays, our investigator felt there had been some avoidable delays between December 2023 and June 2024. Despite Aviva being proactive in contacting the garage for updates on repairs, they felt the decision could have been taken sooner to write the vehicle off when it became apparent the repairs could not be completed in a reasonable time.

They also felt the delay in the payment being issued for the total loss and how the claim was handled at this point was not good enough. The policy terms say a hire vehicle is not available when a vehicle has been deemed a total loss. Aviva wrote Ms N's car off on 16 June 2024 and her hire car was removed on 29 June 2024, inline with the policy. But the payment was not made until 9 July 2024 leaving her without her funds for 10 days and this added a great deal of distress and inconvenience to Ms N.

However, they felt the offer made by Aviva was fair to reflect the impact of these failings. So while she agreed things could have been better, she didn't think it needed to do more now. She explained some costs would always need to be covered by Ms N such as the insurance for the car and MOT costs, so it wasn't fair to ask Aviva to increase its award because of this. And she felt the concerns about the handling of the contents in the vehicle hadn't been raised as an actual claim or complaint to Aviva previously.

Ms N disagreed with the outcome, she highlighted the costs associated to her car that she needed to pay and when thinking about the compensation offered as a whole – with reference to the first complaint – she didn't think Aviva had gone far enough. The costs she had to pay meant she was left with little that she saw as fair compensation for the impact on her.

Ms N also said she had needed to buy a new lightweight wheelchair to allow her to use other people's cars more easily and she had missed a number of appointments during this period as a result of the delays and issues.

Our investigator said her position remained that the offer of £600 for the distress and inconvenience added after the final response letter was sent on 22 November 2023 was fair and reasonable. She said anything which hadn't been raised previously like the cost of a new wheelchair hadn't been considered as this was new information and Aviva would need to be allowed to consider this ahead of us.

Ms N still didn't think the outcome was fair, and she asked that the complaint be referred for 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.

I've decided not to uphold this complaint, as I am in agreement that the steps taken by Aviva to put things right are fair and reasonable. I appreciate Ms N will be disappointed by this, but I'll explain why I've reached this decision.

For clarity, I have considered both this complaint and the previous complaint Ms N brought to this Service about the initial handling of her claim. It has been apparent from the start of the claim journey that things could have been better. And having had sight of this previous complaint gives useful context to the inconvenience and distress when issues have continued with it being easy to understand why this has had a significant impact on Ms N.

While this complaint is focused on the actions of Aviva and the claim handling from 22 November 2023 onwards and its final response issued in June 2024, there are points where reference to the overall handling of the claim is relevant.

Ms N has accepted the valuation offered by Aviva for her car and its market value, so I have not considered this element of the complaint. Instead I have focused on the distress and inconvenience and why I feel an award of £600 is fair.

As our investigator set out, from December 2023 Aviva was relatively proactive in chasing the garage to seek updates on the repairs to Ms N's car. Some of the delays were outside of its control as parts were being waited on and it wouldn't be fair to say it was responsible for this. But it is reasonable to expect that action could have been taken sooner to get the claim settled when it became increasingly apparent that the repairs were not going to be completed in a reasonable time.

Ms N had access to a hire car during this time which reduced the inconvenience and this was different to the earlier points in the claim. But she still had uncertainty about her car and when it would be repaired and returned. And when the offer was made to settle the claim as a total loss, Ms N was left for 10 days with no access to a hire car before the payment was issued. She has said that as with the earlier points in the claim when she had no access to a car, this had a significant impact with appointments being missed. It is understandable why this would have added distress when it was at a point that everything should have been settled and sorted.

However, I do feel the award made for the distress and inconvenience of this is fair. Ms N speaks a lot about the initial delays and inconvenience and distress at this point, which has been accepted and dealt with separately. But I am satisfied the offer of £600 in total for the later inconvenience and delay in Aviva making a total loss settlement sooner and paying this more promptly is fair.

It is not intended to cover costs Ms N may have incurred when still owning her car and awaiting the repairs, such as the MOT or insurance costs. These are costs which would always have needed paying and cannot be deemed a consequential loss of the claim. So while Ms N may be looking at the difference when offsetting all of these costs against what she has been paid, I don't think it demonstrates the offer is unfair.

Overall, I am satisfied the offer made of £600 for the distress and inconvenience of the handling of this claim is fair and reasonable. It is in line with what I would have expected Aviva to have paid had no offer been made and I see no reason to ask it to increase this.

If Ms N feels the cost of her new wheelchair is a consequential loss resulting from the poor claim handling, she will need to raise this with Aviva in the first instance. Equally, if she feels a claim should be made in relation to any contents stolen from the vehicle, this will need to

be submitted and considered by Aviva. These are not something I can deal with her or add to this complaint.

If Aviva has not already paid Ms N the £600 offered, it should now make this payment.

My final decision

For the reasons I've explained above, I don't uphold Ms N's complaint as the offer made by Aviva Insurance Limited is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 19 December 2024.

Thomas Brissenden
Ombudsman