

The complaint

Mr C complains about a claim he made against his motor insurance policy underwritten by Aviva Insurance Limited. Reference to Aviva includes its agents.

What happened

Mr C's car was damaged and he made a claim against his motor insurance policy. Aviva directed Mr C to its approved repairer for assessment of the damage and, later, repairs. The approved repairer provided Mr C with a courtesy car for the duration of the repairs.

When Mr C returned the courtesy car, the approved repairer said it wasn't in a clean condition and charged him a fee of £75 plus VAT. The approved repairer said Mr C had returned the car smelling of dog and there was dog hair in the boot. Mr C didn't think the charge was fair and pursued his complaint.

In response to Mr C's complaint, Aviva said it was open to Mr C to arrange repairs with a non-approved repairer but then there's no provision of a courtesy car and additional excesses apply. Aviva said neither it nor its approved repairer excludes pets. It said the reason Mr C was asked to pay a fee was because of the condition of the courtesy car when it was returned.

Mr C wants Aviva to reimburse the fee charged by its approved repairer and pay compensation of £200 for his distress and inconvenience. He also wants Aviva to make it clear to others that pets may be excluded from courtesy cars. Mr C wants Aviva to remove the cost of courtesy car provision from its premium calculation.

One of our Investigators looked at what had happened. She didn't think Aviva had treated Mr C unfairly or unreasonably. The Investigator said the agreement Mr C signed with Aviva's approved repairer says the car must be returned in the same condition it was at the outset and any car returned in an unacceptable condition may incur a charge of £100 plus VAT. The Investigator said the reason for the charge wasn't because Mr C had transported his dogs in the car but was because the car was returned in a condition that meant it required additional cleaning. She said pets aren't excluded from the courtesy car but it's the customer's responsibility to ensure the car is returned in an acceptable condition.

The Investigator said if Mr C wanted to reduce his premium by taking out a policy that didn't provide a courtesy car, it may have been worth shopping around for a policy that better suited his needs.

Mr C didn't agree with the Investigator. He said the authorised repairer had a '*no pets*' exclusion for courtesy cars. Mr C said he didn't notice the exclusion when he picked up the courtesy car and, if he'd done so, he would have declined the courtesy car, as he has two dogs he needs to transport by car. He says Aviva is unaware of its approved repairer's '*no pets*' policy. Mr C asks why he had to pay for the '*baked in*' cost of the courtesy car in the premium.

The Investigator considered what Mr C said but didn't change her view. Mr C asked that an Ombudsman consider his complaint, so it was passed to me to 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.

This service was set up to provide an informal alternative to the courts for consumers who have complaints about business' actions. We don't have powers to direct insurers generally about how they conduct their business. So, I can't direct Aviva to make it clear to others that pets may be excluded from courtesy cars. But I can consider whether Aviva treated Mr C fairly and reasonably.

The fee charged by Aviva's approved repairer

Mr C's motor renewal schedule sets out that his policy included cover for a standard courtesy car. Aviva's approved repairer provided the courtesy car. I think there's been confusion in this case about Aviva's approved repairer's policy about pets.

The courtesy car agreement Mr C signed on 7 March 2024 includes the following:

'The vehicle must be returned in the same condition it was collected/delivered. Any vehicle returned in an unacceptable condition may incur a charge of £100 + VAT for valeting [...]

The courtesy car agreement doesn't say the approved repairer has a '*no pets*' policy. However, the approved repairer gave Mr C a collection note when he collected the courtesy car. The collection note says as follows:

'If you are using a Courtesy Car provided by us, you are responsible for:

- Ensuring it is returned to us in a good/clean condition or a charge of £75 + VAT may be applicable.*
- [...]*
- Adhering to our no pets policy'*

When Aviva's approved repairer asked Mr C to pay the fee, it referred to its '*...strict no animal policy in our cars (sic)...*'.

So, Aviva wasn't right to say in its final response that its approved repairer doesn't exclude pets from its courtesy cars. Having said that, I don't think this alters the outcome of the complaint and I'll explain why.

I've thought about the information Aviva gave to Mr C when he took out the policy. Mr C wasn't aware that Aviva's approved repairer had a '*no pets*' policy in relation to courtesy cars. I don't think the '*no pets*' policy is unusual or onerous such that Aviva should have brought it to Mr C's attention when he took out the policy.

Mr C was charged a fee because the courtesy car wasn't returned to the approved repairer in the same condition it was in when he collected it. The approved repairer said it smelled and there was dog hair in the boot. Aviva has provided photographs which support its approved repairer's position. I don't think Aviva was at fault when its approved repairer charged Mr C in accordance with its terms of providing the courtesy car.

Mr C's premium

Mr C wants Aviva to remove the cost of cover for a courtesy car from the premium calculation. He says if he has another accident and needs a courtesy car, he couldn't have one as he couldn't agree to the authorised repairers '*no pets*' policy.

It's not my role to tell an insurer what premium it should charge or what it should include in its calculation of the premium. In general terms, it's for an insurer to decide the terms of its policies and what premium to charge. Our general approach is that, providing they treat people fairly, insurers are entitled to determine what premium to charge.

I don't think Aviva treated Mr C unfairly in including in the cover a standard courtesy car. I do appreciate that a courtesy car that doesn't allow for the transportation of pets doesn't suit Mr C, but it was open to him to decline the courtesy car and arrange his own alternative transport. Similarly, it's also open to Mr C to decline Aviva's terms and take out a policy with another insurer that doesn't include a courtesy car in the cover.

I'm sorry to disappoint Mr C but, for the reasons I've explained, there are no grounds on which I can fairly direct Aviva to reimburse him for fee he was charged or to reduce his premium.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 November 2024.

Louise Povey

Ombudsman