

The complaint

Mr E complains about Aviva Insurance Limited's handling of a motor insurance claim.

What happened

Mr E had a motor insurance policy with Aviva. In June 2023, his vehicle was damaged by a third-party and in August 2023, he made a claim with Aviva.

Aviva's agents carried out repairs in August 2023, but there were repairs outstanding when the vehicle was returned to Mr E. Mr E complained to Aviva about the quality of the repairs and not being provided a replacement vehicle.

Aviva issued a complaint response in August 2023. It accepted repairs hadn't been fully completed and it offered Mr E £150 compensation. Mr E told Aviva he'd lost income at a rate of £450 per day over 11 days and was unable to drive his wife to her appointments. Aviva raised its offer of compensation to £200 and asked Mr E for evidence to support his claim of lost income.

Aviva then issued a further complaint response in December 2023. It offered Mr E a further £125 compensation for the issues he experienced with the repair. This took the total compensation Aviva offered, to £325.

The Investigator looked into the complaint. They said the evidence Mr E provided wasn't sufficient to show his loss of income as claimed, and it was reasonable for Aviva to request further evidence from Mr E. They said the total £325 compensation Aviva offered was fair.

Mr E didn't agree. He said Aviva led him to stop driving shortly after he made the claim, when he was on his way to sign a contract. He said this caused him to lose the contract and the associated income. He didn't feel the compensation Aviva offered, reflected the impact on his wife or his lost income.

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.

Mr E has provided a lot of information in support of his complaint. I assure Mr E that I've taken everything he's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

As outlined by the Investigator, this complaint will deal with all matters up to Aviva's complaint response in December 2023. For any matters after this, Mr E can raise a new complaint if he hasn't done so already.

Loss of income

The terms of Mr E's policy say he's entitled to a courtesy car for the duration of repairs.

Aviva has accepted it should have provided Mr E with a courtesy car, and that Mr E wasn't provided a replacement car due to poor communication. So I've considered the impact of this on Mr E.

Mr E told Aviva in August 2023 he lost income over 11 days at £450 per day. Mr E says he was told in early August 2023 by Aviva, not to drive his car, so he was without use of his car from this date and lost out on work as a result. Mr E said he was on his way to sign a work contract, but was told by Aviva his car was not safe to drive, and wouldn't be insured, after he informed it of a brake warning issue. He said he stopped driving his car immediately.

Aviva has said there is no recording of the call Mr E alleges took place on 3 August 2023, as outlined above. So I don't have evidence to show exactly what Mr E and Aviva (or its agents) discussed on that day. Overall, I've not seen sufficient evidence to show Aviva, or its agents, gave Mr E incorrect, or misleading information that led him to stop driving his car. So for this reason, I'm not persuaded Aviva is responsible for Mr E being without the use of his car, or the impact of this, until it was first taken in for repairs.

I can see Mr E would have been without his car between 8 to 12 August 2023, and then between 16 to 18 August 2023, while his car was with Aviva's repairer. So I'm satisfied Mr E suffered loss of use during these dates.

Mr E provided emails from what he says was a prospective employer from July 2023. I've reviewed these emails, and I can see they reference a training course, and potential daily rates between £120 during training, and up to £300 following this. But the emails also show the initial training plans were cancelled, and there's no evidence of further training plans being confirmed, or that Mr E was offered a contract, that he'd need to physically attend to sign, on 3 August 2023. The information also doesn't match what Mr E told Aviva about loss of income at £450 per day.

Mr E also provided payslips for August 2022 and August 2023, based on him being self-employed and working through his own limited company. I've reviewed this information and I'm not satisfied this sufficiently demonstrates Mr E lost income, during the repair dates outlined above, for the daily amounts he claimed.

So overall, for the reasons outlined above, I'm not persuaded Mr E has provided sufficient evidence to show he suffered a loss of income, or the amount of income he lost, because he was left without a replacement car during repairs. It follows that I think it's reasonable for Aviva to request further evidence from Mr E to demonstrate any loss of income, so it can review further. So, I won't direct Aviva to do anything else on this point.

Repairs and service

It's clear from the evidence that further repairs were needed after Aviva's agents carried out initial repairs. And I can see Mr E's vehicle had to be returned to him a second time as the repairer needed to wait for the required parts. I think this would've caused Mr E avoidable distress and inconvenience.

In addition, I've also seen evidence to show Aviva provided some miscommunication in August 2023, that led Mr E to momentarily believe his vehicle may have been lost or stolen. I think this too would've caused him some avoidable distress and inconvenience.

Fair compensation for non-financial loss

Mr E has mentioned the impact of being without a replacement car on his wife. But the Financial Ombudsman Service can only look into complaints brought by, and award

compensation to, eligible complainants. Mr E was the sole policyholder of the motor insurance policy with Aviva. This means I can't award compensation for the impact of Aviva's actions on Mr E's wife. But I've considered the impact of this on Mr E.

Overall, for the reasons outlined above, I'm satisfied Aviva's actions would've caused Mr E considerable distress and significant inconvenience. But I consider the £325 compensation Aviva has already offered, is fair and reasonable in the circumstances. So, this is what I will direct it to pay, if it hasn't done so already.

My final decision

My final decision is that I partly uphold this complaint. If it hasn't done so already, I require Aviva Insurance Limited to:

- Pay Mr E £325 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 14 July 2025.

Monjur Alam
Ombudsman