

## **The complaint**

Mrs D has complained about the way her claim under her car insurance policy was dealt with by Aviva Insurance Limited.

Mrs D is represented by Mr D.

## **What happened**

The background to this complaint is well known to Mrs D and Aviva. In my decision, I'll focus on giving the reasons for reaching the outcome that I have.

## **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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I am only dealing with things that happened on Mrs D's claim after 28 March 2024. And I should also be clear that some of the issues Mr and Mrs D would like me to deal with have already been dealt with in decisions issued on previous complaints to this Service. Or they are not issues I can consider. Our investigator has already explained exactly what I can and will consider in relation to this complaint.
- I agree miscommunication by Aviva meant that it didn't offer Mrs D the option of a new vehicle replacement under her policy following the insured vehicle being written-off when it should have done. And I also think poor claim handling caused an unnecessary delay on Mrs D's claim. However, I do not consider she lost out financially because of this. I say this because Mrs D had a GAP insurance policy under which she made a successful claim and effectively received more or less what she paid for the insured vehicle originally in settlement of her claim.
- I agree that the miscommunication and poor handling by Aviva, which led to Mrs D having to make a claim on her GAP policy, caused her distress and inconvenience. But I am satisfied the compensation of £200 suggested by our investigator is enough to cover this, as well as compensate her fairly for any other distress and inconvenience she experienced as a result of poor claim handling by Aviva.

## **Putting things right**

I've decided to uphold Mrs D's complaint and require Aviva to pay her £200 in compensation for the distress and inconvenience she experienced because of its miscommunication and poor claim handling.

## **My final decision**

I uphold Mrs D's complaint about Aviva Insurance Limited and require it to pay her £200 in compensation for distress and inconvenience. Aviva must pay the compensation within 28 days of the date on which we tell it Mrs D accepts my final decision. If it pays later than this,

it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 14 March 2025.

Robert Short  
**Ombudsman**