

## **The complaint**

Ms G has complained about the service Aviva Insurance Limited provided after she and her family were in a car crash abroad.

## **What happened**

Ms G and her family were driving back from a holiday abroad. They were involved in an accident on a motorway when their car hit a deer. Her car was badly damaged. Ms G rang her breakdown recovery service, which I'll refer to as firm O asking for help. Firm O told her it would arrange for her car to be recovered but as it was an accident and not a breakdown she would need to contact her insurer, Aviva.

Ms G rang Aviva but, at that time, its system was down and it couldn't confirm that she had the relevant cover for the assistance she needed while abroad. However, it said it would contact its European agents to see if they could help her. Its agents were firm O.

A recovery service took Ms G and her family to its depot and, on firm O's behalf, looked into arranging a hotel and taxi for her. They told her that she might have to pay any costs herself and reclaim them from Aviva. Aviva eventually confirmed to firm O that its policy would cover Ms G and her family to take them home.

Ms G's family experienced a number of issues with Aviva's service, those included, amongst other things: it taking two days to arrange for them to get home; telling her that it had arranged for a hire car from the ferry port, but no hire car was then available; and not having the appropriate car seat for one of her children.

Ms G complained to Aviva. It acknowledged that its service wasn't as it should have been and paid her claim for the majority of her out of pocket expenses. It also offered her £250 compensation for her distress and inconvenience arising from some of the issues she experienced.

After receiving the £250 compensation payment Ms G returned it to Aviva. She then brought her complaint to the Financial Ombudsman Service. One of our Investigators looked into it. She provided a detailed summary of the issues Ms G and her family had endured. Our Investigator agreed that Aviva's service hadn't been good enough. But she felt that the £250 compensation Aviva had offered was fair and reasonable in the circumstances of the complaint.

Ms G didn't agree with our Investigator's complaint assessment. She felt that Aviva needed to do more to show that it had learned from its mistakes and put in place procedures to prevent a recurrence for others in a similar situation.

## **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.

When she submitted her complaint Ms G gave us a detailed account of the issues that she and her family went through. In contrast the evidence that Aviva has provided, largely sourced from firm O, has been sparse. So my understanding of how events unfolded has largely been informed by Ms G's account. I haven't sought to repeat all of that or to list everything that she complained about here. That's because I don't think I need to in order to explain the reasons for my decision. But I want to assure Ms G that I've very carefully considered all the information she and Aviva have provided. I've also listened to a recording of the conversation she had with our Investigator when she explained why she wanted an Ombudsman's review.

I'll also add that, Ms G initially contacted firm O in connection with her own contract with it., However, in terms of actions arising out of a car accident, the responsibility to sort things out fell to Aviva and in that respect firm O was acting as Aviva's agent. So Aviva remains responsible for any failures on behalf of firm O.

### *Our role and remit*

Ms G is concerned that, having gone through, what for her and her family was a fairly horrendous experience, there's no evidence of any learning. She wants Aviva to be held to account so that it improves its service and to ensure that her experience isn't something that others have to go through.

I can fully understand where Ms G is coming from in wanting to see evidence of improvements on the back of her complaint. And while financial businesses do take account of decisions issued by this Service, my role here isn't to punish a business like Aviva for things that have gone wrong, or direct it to change its processes.

I'll explain that were not the industry regulator, the Financial Conduct Authority is. So it's not our role to police the insurance industry or to hold businesses to account in the way that Ms G might hope or expect. Instead, we were established to look into individual consumers' complaints in order to decide whether businesses have behaved fairly and reasonably in each individual case. And where we think they haven't done so we need to consider whether they've offered a reasonable resolution to the complaint or if they need to do more for that individual. But instructing businesses to change or improve their procedures or systems is a regulatory matter that falls outside of the scope of my remit.

### *Have Aviva done enough to put things right?*

Ms G and her family, including her young children, went through what must have been a fairly traumatic experience. Their car collided with a large animal on a motorway late at night. The accident did a huge amount of damage to their car. They then had to wait by the roadside with the injured animal in their eyeline. It was then hit by another car. A horrendous experience for anyone let alone young children.

Of course, as Ms G is well aware, Aviva isn't responsible for the distress she and her family experienced because of the accident. But, clearly they needed help and they understandably wanted that help to be provided in an efficient and empathetic manner to help reduce their inevitable stress. But they didn't always receive an efficient and empathetic service from Aviva. They faced a catalogue of issues with broken promises and poor communication. And, at times Aviva and firm O on its behalf, essentially tried to pass the buck to others.

As I've said above, I don't intend to go through everything that went wrong. But, from the outset, Ms G ran into issues. It was most unfortunate that when she first rang Aviva, shortly before midnight, its systems weren't working. So it couldn't confirm that her policy covered

her for the help she needed. I can understand how worrying that was. Ms G needed help urgently and didn't know if she was going to get it. But, even if it had been able to confirm her cover I'm not sure things would have panned out differently initially.

I say that as Ms G had already contacted firm O. It had arranged for a local recovery service to provide the initial recovery. I'll explain that in the country where she was, when on a motorway, the recovery must be provided by a local operator. So any delay in the initial recovery wasn't because of Aviva's actions.

Similarly, firm O asked the local recovery firm to arrange a taxi and hotel. I understand that this took some time. But even if Aviva had confirmed her cover sooner, it's likely that Ms G and her family would have experienced a similar delay. That's because it would have asked firm O to sort out the issues for Ms G. And firm O passed on that request to the local recovery firm. So it seems likely that Ms O would have been in a similar position regardless of whether or not Aviva's system was down.

Ms G asked if it was usual for a local recovery agent to take on this task. The process for dealing with such matters can vary from place to place when dealing with these sorts of claims in Europe. And my understanding is that in some areas it's not unusual for insurers to pass on requests to local agents as they may be better placed to know what services like taxi firms and hotels are available locally. So, I don't think the fact that the local recovery firm took on this task was because of anything Aviva did wrong. I don't wish to downplay how disconcerting Ms G and her family found this at the time, but I'm not persuaded that all of the distress experienced was because of failures by Aviva.

The next morning, a Sunday, Ms G learned that firm O wouldn't be able to source a hire car, as the hire car firms weren't open that day. I can only imagine how incredibly frustrating Ms G found this. And I think that frustration was exacerbated as Ms G's said that, had Aviva made her aware at the outset of the sorts of delays she was likely to face then she could have arranged alternative methods of making the journey for herself and her family. So, if she hadn't been reliant on Aviva she thinks she could have got home with far less stress.

Aviva hasn't provided us with call recordings of phone conversations with firm O. But it's apparent from Ms G's account that neither Aviva nor its agent – firm O – attempted to manage Ms G's expectations about what the timeframes involved might be, or to give them an indication that, for example, if they needed a hire car, one wouldn't be available until the Monday. And if it had explained that then Ms G might have considered alternatives. That said, as Ms G is aware, it's not Aviva's fault that a hire car simply wasn't available on the Sunday.

Ms G and her family experienced a litany of other issues that caused them concerns. For example at no point in the journey did they have the appropriate child's seat for one of their children. Thankfully, this didn't become an issue, but I understand it added to their concerns and worries at an already difficult time.

I also note Aviva – via firm O – arranged a hire car to transport Ms G's family to the ferry and said another would be available once they reached Dover. Ms G received confirmation that the hire car for the homeward leg of the journey was booked. It wasn't. The hire car company contacted her, shortly before the ferry was due to dock, and told her it didn't have a car available. Ms G rang firm O. It said it would offer her £120 to transport her and her family home but provided no other assistance as to how she might do that.

Ms G was understandably worried that, given that it was already late afternoon she wouldn't be able to find or get to another hire car company before they closed that evening. And the

£120 offered wouldn't be anywhere near enough to arrange a taxi for the four hour journey home. She rang Aviva to express her concern. It basically told her it couldn't do anything and that it was a matter for firm O. But firm O was acting for Aviva in this instance, so firm O's problem should have been Aviva's. And it ought to have known that.

I accept that appropriate steps had been taken to arrange the hire car from Dover. And that it wasn't Aviva's fault that the hire company reneged on the car booking. But having learned that the hire car company had let everyone down I think Aviva, whether through firm O or by its own actions needed to do more to try and sort the matter out. It didn't. As a result Ms G and her family were essentially 'dumped by the roadside' and told to fend for themselves. I can only guess how distressing and annoying Ms G found this. Thankfully her husband managed to arrange another hire car and they were able to continue with their journey. But it clearly exacerbated what was already a dreadful experience.

As I've said above, on learning of her concerns Aviva took some actions to put things right. It paid her claim for the majority of her out-of-pocket expenses. And it paid her £250 compensation for her distress and inconvenience, a payment she returned.

I'm aware that Ms G doesn't think that sum is anything like enough to begin to address the impact of her experience. I'll repeat that Aviva is not responsible for any trauma Ms G suffered because of the crash itself or the immediate aftermath. But I do understand that, at such a difficult time, any problem adding to her stress could potentially have felt like an additional hammer blow. But, having given this matter very careful thought, I think that Aviva's offer of compensation is fair and reasonable in the circumstances.

I'll explain that deciding on awards for distress and inconvenience is seldom straightforward. The issues involved are subjective by their very nature and the impact on the consumer can be difficult to determine. I'll add that any award is for the impact on the consumer concerned, it's not a reflection of the seriousness of what went wrong or how many issues they faced. So, for example, it's not the case that a consumer who suffered two mistakes would receive twice the compensation as a consumer who only suffered from one instance of the same mistake.

Also we don't award compensation for the impact of what could have happened but didn't. For example, I know Ms G was concerned about the lack of an appropriate car seat for one of her children. But, while that concern in itself is something we'll think about when considering compensation, we wouldn't award an additional amount because things might, hypothetically, have turned out far worse.

Ms G also thinks that her compensation award should be higher because she and her husband had to take an extra days leave from work because they didn't make it home on the Sunday. But, as I've already said, it wasn't Aviva's fault that the car hire companies were not open on the Sunday in the country she was in. And, I'm not persuaded that with better communication she would undoubtedly have made alternative travel arrangements that would have seen her and her husband back in work on the Monday. Also a loss of earnings isn't something that her policy with Aviva covers. So, while I've considered her disappointment with the delays, I don't think missing a day's work is something that merits additional compensation in the particular circumstances described here, because it wasn't something that was directly caused by Aviva's actions.

Additionally, when thinking about compensation, while we have guidance that we follow there is no specific tariff which specifies how much our awards should be. So, for example, we don't make awards based on blocks of time for how long a delay was, nor have specific sums in mind for certain errors or oversights. Instead we use our judgement and experience

to decide what is fair and reasonable in all the circumstances of the complaint. And in this case I think an award of £250 is reasonable.

I'm aware that Ms G had previously received and returned that sum to Aviva. As I'm satisfied that it's an appropriate sum, I think it's fair that Aviva pays it to Ms G again.

### **My final decision**

Aviva Insurance Limited has already made an offer to pay £250 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Aviva Insurance Limited should pay Ms G £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 5 June 2025.

Joe Scott  
**Ombudsman**