

The complaint

Mrs R complains about how Aviva Insurance Limited treated her and her husband throughout a claim they made on their motor insurance policy.

Reference to Aviva includes its agents.

What happened

Mrs R held a motor insurance policy with Aviva. Her husband, Mr R was a named driver on the policy.

Following a windscreen claim, Mrs R experienced difficulties with the car and water ingress. Mrs R raised two complaints, one to and about Aviva's approved repairer, another, to and about Aviva itself.

This Service has already considered one of those complaints – the one to and about Aviva's repairer. In that complaint we explained that because the repairer was acting as Aviva's agent, Aviva was ultimately responsible for its actions. So we looked into that complaint against Aviva.

An Ombudsman colleague at this Service has issued a final decision on that complaint. It reviewed Aviva's handling of the claim and the impact of that.

The second complaint, being reviewed in this decision, is the one originally made directly to Aviva. It has some overlap with the first complaint we've already issued a final decision on. But there are complaint points within this second complaint to Aviva that we've not previously addressed.

Mrs R, throughout the claim with Aviva thought it was working against her and not acting in her interests. As a result she submitted a Data Subject Access Request (DSAR). On receipt, Mrs R felt her concerns were justified. She said instead of helping her throughout the claim, Aviva deliberately tried to avoid responsibility, colluded with the repairer to do so and in the process carried out misconduct and slander.

Our Investigator recommended we uphold Mrs R's complaint in part. They summarised the issues into slow responses and poor customer service throughout the claim, the alleged collusion with the repairer and Aviva's unsympathetic and unsupportive approach.

Our Investigator didn't think there was an alliance formed against her between Aviva and its repairer, rather, she thought the two were trying to resolve the issue. Our Investigator thought it was reasonable Aviva try and contain and control the cost of the claim.

But our Investigator thought the communication throughout the claim was at times poor. And they thought some of the comments made were unacceptable. Our Investigator recommended Aviva pay Mrs R £250 compensation.

Aviva didn't respond to our Investigator's assessment. Mrs R wasn't happy with the outcome. She didn't think our Investigator had fairly assessed the impact of Aviva's actions

on her and thought a fairer offer of compensation would be between £7,000 and £10,000.

I issued a provisional decision explaining what I thought I could consider and that I was thinking about upholding the complaint. That decision said:

“As stated in the background, Mrs R brought two complaints to us, one about the approved repairer and one, this one, about Aviva itself. We’ve already assessed that first complaint, and we’ve correctly assessed it against Aviva as the party ultimately responsible for the approved repairer’s actions in relation to this claim.

That case has had a final decision issued on it, so there’s nothing we can look into further on that complaint, or, importantly in this case, anything that decision has already covered.

That decision addresses the impact of Aviva’s handling of the claim and the impact that had on Mrs R and awarded compensation for it. Therefore, I’ll not be reassessing anything which I consider to have added to, or caused, distress or inconvenience throughout the lifetime of this claim. That’s because, we’ve already considered that.

Some of what Mrs R complains about sits firmly in that category. I’ve considered everything she’s sent us. Everything which I consider to have caused impact at the time it occurred, such as missed call backs, poor updates or delays won’t be reassessed within this decision.

There is however an aspect of the complaint I don’t think we’ve considered yet. And that is the impact of receiving the information held within the DSAR.

A complaint regarding the content of a DSAR and whether that DSAR was compliant or contained everything it should have, isn’t one we can consider.

But I’m satisfied I can consider the content of that DSAR in so far as it is ancillary to the regulated activity of carrying out a contract of insurance.

I want to at this stage reassure Mrs R that I’ve read and understood the detail of the difficult personal circumstances experienced whilst this claim was ongoing. But, for the purpose of this decision and ensuring anonymity, I’ve only referred to them as “personal issues”.

What’s abundantly clear is that Mrs R and her husband Mr R have a severe distrust for Aviva. That’s evident from the statements they’ve pulled out from the information contained within the DSAR request and their interpretation of what those statements mean. In Mrs R’s own words, she says this case involves “misconduct, collusion, slander, and a pattern of deliberate behaviour to avoid responsibility.”

But, from everything I’ve seen, on the most part, I simply don’t see it the same way. I think contacts between Aviva and the repairer are genuine attempts to resolve the matter. I think at times there is clear frustration with how Aviva thinks Mrs R and Mr R are behaving. And there are times where Mrs R’s and Mr R’s version of events is questioned.

But I’ve got to consider these are internal notes between the insurer and its repairer. I don’t think it’s unreasonable for them to have concerns and share those concerns with each other.

I also don’t find it unreasonable that Aviva didn’t acquiesce to all of Mrs R’s requests and looked at options which would limit or control what it needed to pay. I find it entirely reasonable that it looks to control what it paid on the claim and has a duty to keep claims costs down to benefit all policyholders.

Mrs R hasn’t pointed this out in her detailed submission to us, but there are also examples of

Aviva clearly recognising this is a difficult situation and trying to work toward a resolution.

I find most of the content of the DSAR to simply illustrate a business trying to resolve a dispute with its customer. That it is a dispute, in itself, means there will likely be disagreement on the right course of action. Simply because Aviva made decisions Mrs R didn't agree with doesn't mean it was working against her. Equally, trying to persuade its repairer on a course of action in itself isn't something with means it was working with it to deliberately deny Mrs R something she was entitled to.

That said, there are occasions where I think a line is crossed. And when read together I can understand why Mrs R and Mr R think Aviva was working against them and casting aspersions on their character. I, nor Mrs R and Mr R will never truly know the intentions behind the comments. Reading them, when taking into account the claim journey, I can see why Mrs R and Mr R would be deeply distressed by them.

I'll not address all of them, but for context I think referring to a few helps explain the situation.

At one point after being told of Mrs R's personal issues Aviva says it has concerns about hers and Mr R's stories not matching up and questions whether it and other inconsistencies have been brought into play to "maximise" the potential impact.

It's not up to me, as part of this decision, to scrutinise or pass comment on Mrs R's or Mr R's conduct. I'm satisfied Aviva was entitled to have concerns if it felt information it was receiving didn't add up. But considering the personal issue at hand here, I think to question whether that's been mentioned for effect or personal gain is deeply unsympathetic and unprofessional. I can see why after experiencing such issues, receiving such information would have caused distress.

At another point, Aviva suggests that Mrs R's lack of response suggests she's been "found out". Again, I find this unprofessional. There could be a multitude of reasons why someone doesn't respond, even if that goes against their previous pattern of behaviour. Simply not responding does not in anyway indicate someone's been "found out" or even indicate there's anything to be "found out". As it so happens the reason for not responding here Mrs R has said, was due to another difficult personal issue. So, similar to the example set out above, I can see why receiving this information would have caused distress.

In another example, Aviva says "the customer will likely want to exaggerate this new issue" which I find unprofessional. And I can see why Mrs R considered Aviva wasn't trying to work with her. Again, receiving this will, I consider, have caused distress.

There's further instances where Aviva quote a manufacture's known issue only to retract it later and admit they were unsure why they mentioned it initially, as well as evidence of clearly not understanding the situation in relation to the need of a replacement vehicle. While the direct impact of these, I consider to be covered in the other case's decision, I am satisfied that seeing the notes surrounding this will have caused distress.

So, in summary, I'm not persuaded Aviva was working against Mrs R. That said, there are clear examples where Aviva's conduct falls well below what can reasonably expected. I'm of the opinion these actions were ill thought out, inconsiderate, insensitive and unprofessional. I don't think they were calculating or malicious.

I consider they will have caused distress to Mrs R when she received them. They will have eroded her trust in Aviva and have clearly tainted the other comments made and contributed to Mrs R's "gut instinct" that she was being treated unfairly throughout. They will have made Mrs R unnecessarily revisit an already very difficult time and feel understandably so that

Aviva thought she was using that for personal gain, which I can imagine would be not only distressing but hurtful.

As mentioned above however, any distress caused throughout the life of the claim I consider us to have already made a finding on. What is left is the acute distress caused by reading the information contained within the DSAR. This Service has guidance when it comes to distress and inconvenience payments, and whilst I understand Mrs R's strength of feeling, I'm not satisfied that it would be fair or reasonable to award £7,000 for impact of the unprofessional comments made. I think the distress caused was considerable, and so I think an award within that category of our guidance is appropriate. I consider it would be fair and reasonable for Aviva to pay £500 compensation. I'm unable to recommend Aviva take any action in relation to the individuals involved. I'm only able to assess and try to put right, the impact Aviva's actions had on Mrs R."

Aviva accepted that decision. Mrs R didn't. She said this complaint was entirely separate to the complaint made against the repairer; the behaviour of the staff wasn't poor service it was slanderous biased and intentionally harmful and; the £500 is disproportionate.

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 see no reason to depart from the findings, outcome or reasoning set out in my provisional decision above.

While I appreciate Mrs R submitted to separate complaint, I've explained above what I can consider in this decision and why.

I understand Mrs R's strength of feeling in relation to Aviva's conduct. In truth, it's very difficult to prove intent. I understand why she feels what she does, but as set out in my provisional decision, I see things differently.

I understand Mrs R thinks the £500 I've recommended is disproportionate. But, as set on my provisional decision, I'm satisfied it's a reasonable amount for the distress caused.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. To put things right I require Aviva Insurance Limited to:

- Pay Mrs R £500 for the distress caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 17 June 2025.

Joe Thornley
Ombudsman