

The complaint

Mr V complains Aviva Insurance Limited (Aviva) provided an unprofessional level of service after he made a claim on his motor insurance policy.

There are several parties and representatives of Aviva involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Aviva.

What happened

A third-party vehicle collided with Mr V's stationary car causing damage to the side.

Mr V reported the incident to Aviva, his motor insurance provider.

The car wasn't driveable, so Aviva's recovery partner came to collect it and take it for inspection. Mr V said there was confusion about the collection.

Mr V was provided with a courtesy car. He said it wasn't suitable because it cost significantly more to run than his damaged car. He also said the rental company didn't provide him with proper documentation or discuss optional protection plans.

Aviva accepted Mr V had needed to chase it for updates and that there had been a lack of communication by its recovery and car hire partners. It offered £200 compensation.

Because Mr V was not happy with Aviva, he brought the complaint to our Service.

Our investigator didn't uphold the complaint. They looked into the case and agreed there had been a level of inconvenience to Mr V which had caused him distress and inconvenience beyond what would reasonably be expected. And having considered the circumstances described and the evidence presented, they thought Aviva's offer of £200 compensation was fair and reasonable, and in line with our standard approach.

As Mr V is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Courtesy car

Mr V said he paid extra for enhanced courtesy car cover and expected a car that would at least match the fuel efficiency of his damaged car, but the one provided consumed significantly more fuel.

I looked at the terms of Mr V's policy and it says:

“The courtesy vehicle supplied is not intended to be an exact replacement for your vehicle and cannot be provided until your claim has been accepted and cover has been confirmed.”

It also details the type of courtesy vehicle to be provided. For the enhanced courtesy car cover that Mr V had added to his policy it details this is a *Five door-vehicle with five seats* rather than a *small three door hatchback* for standard cover.

The policy doesn't specify the type of fuel the courtesy car provided will use, however it highlights as an important note:

“We will not be responsible for the cost of fuel used; “

A courtesy car is provided to reduce the inconvenience to the policy holder and ensure the policy holder remains mobile. It isn't an exact replacement for the damaged car. I found the car provided to Mr V by Aviva was in line with the terms of his policy and I don't require it to pay towards any additional fuel costs Mr V said he incurred whilst he had the car.

Mr V also complained that he wasn't provided with any documentation when he was provided with the courtesy car by Aviva's approved partner. He said he had no idea what he may be liable for and this caused him worry that whilst he had the car he would be charged extra fees when the car was returned. He felt the lack of transparency was an attempt to take financial advantage of his situation.

In the terms and conditions of Mr V's policy it is clear that a courtesy car is covered, other than the policy excess. I saw when Mr V brought his concerns to Aviva's attention it apologised if its approved car hire provider hadn't fully explained the collision waiver damage to him when the courtesy car was provided.

I haven't seen any evidence of any unfair charges being made to Mr V on the return of the courtesy car.

Recovery of car

Mr V said he worked night shifts and had to wake up after limited sleep to deal with the collection. He said Aviva's approved recovery partner came in a large trailer that couldn't access his road and the recovery driver wanted to drive the car to the trailer. I saw Mr V refused to allow them to do this because he couldn't see where it was parked.

I recognise Mr V worked shifts, however Aviva said its recovery partner had turned up to collect the car on the day he had specifically requested.

Mr V then spent time on the phone with both Aviva and its recovery partner to make alternative arrangements with a different approved partner. He said this caused him unnecessary stress and disrupted his sleep routine.

Unfortunately, there will always be some level of inconvenience when an incident causes a claim to be made on an insurance policy. However, the insurer, in this case Aviva, should provide a service that doesn't cause further inconvenience and distress. In this case I saw Aviva apologised for the lack of communication provided and acknowledged Mr V had needed to keep chasing it for updates, as well as the service received from its approved recovery and car hire providers. It offered a total of £200 compensation in resolution.

Although I understand Mr V feels strongly that the amount of compensation should be increased, and I recognise it caused him distress and anxiety, after considering the points in this complaint I think £200 is a fair and reasonable offer and it is in line with our Services approach.

Therefore, I don't uphold Mr V's complaint and don't require Aviva to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 9 September 2025.

Sally-Ann Harding
Ombudsman