

## **The complaint**

Ms P complains about how Aviva Insurance Limited handled a claim she made on her motor insurance policy.

Reference to Aviva includes its agents.

## **What happened**

Ms P held a motor insurance policy with Aviva. When her car was damaged in an accident she made a claim.

Aviva accepted the claim and ultimately paid to fix the damage caused in the accident. But Ms P complains about how that claim was handled. She's said she wasn't given a courtesy car initially, and when she was first offered one it wasn't an automatic. She's said there were delays and poor communication throughout the claim. And she's said after giving the courtesy car back because she was going on holiday, she wasn't provided one on her return.

Aviva said it should have given Ms P a courtesy car earlier. And because it didn't, it offered her £220. It acknowledged there were some delays with the repair and offered £150 compensation as well as paying for Ms P's MOT, which was due while the car was in for repair.

Ms P didn't think Aviva's compensation went far enough, so she brought her complaint to the Financial Ombudsman Service.

One of our Investigators recommended Ms P's complaint be upheld. She thought what Aviva had offered in relation to not giving Ms P a courtesy car sooner was fair and reasonable. But she didn't think it's offer of compensation for delays went far enough. She thought Aviva should increase this to £250. And our Investigator said Aviva should reimburse Ms P's travel expenses between returning from her holiday and getting her car back.

Aviva accepted this assessment. Ms P didn't and asked for an Ombudsman's decision. She didn't think it was fair the MOT counted as compensation. And she said more should be done for the period she was without a car when she returned from her holiday. Overall, she didn't think the compensation went far enough.

## **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'm coming to the same outcome as the one reached by our Investigator, for broadly the same reasons.

Like our Investigator, I'm not going to comment on every bit of evidence or argument raised. Nor will I detail everything that's happened. Instead, in line with our role as an informal service, I'll comment on what I consider key to the dispute.

Here, Ms P was involved in an accident in early June. But her car wasn't returned to her repaired until mid October, some four months later. There's some dispute around the exact cause of the delay, but what's not in dispute is that this took longer than expected on account of failings by Aviva. As a result this has caused Ms P distress and inconvenience.

In addition, Ms P wasn't provided a hire car until early July and the first car she was offered wasn't an automatic. Aviva has acknowledged this took too long. To put this right it's offered a loss of use payment of £220. I'm satisfied this is reasonable. I've not been provided any evidence to show Ms P incurred expenses that matched or exceeded this amount. As a result, I'm satisfied this is more of an award for distress and Inconvenience than it compensation for a financial loss.

Ms P gave the courtesy car back when she went on holiday at the end of July. I think this was a reasonable action for her to take. And I think she had a reasonable expectation that upon her return in early September that, her car would be repaired and ready for collection. Unfortunately, this wasn't the case. Her car wasn't returned to her until the middle of October.

Ms P has said she wasn't provided with another courtesy car upon her return and thinks she should have been. Aviva on the other hand has said whilst it was aware Ms P had returned, it wasn't notified of her need for a courtesy car. It's said if it was it would have provided one. Ms P doesn't think this is fair, she says her policy allows for a courtesy car for the duration of repairs and so thinks Aviva should have offered her one. She doesn't think it was for her to ask.

I can see both sides here. Ms P is right in that her policy provides for a courtesy car for the duration of repairs. But I wouldn't expect Aviva, or any insurer to provide a courtesy car where one wasn't needed. And so I think there is some responsibility on Ms P, and any other policyholder to let their insurer know they need a courtesy car.

That said, Aviva knew Ms P needed a car before she went on holiday. I think it would have been good service for it to have checked to see if she needed one on her return too. But equally, I think if Ms P really needed the courtesy car, she could, and should, have informed Aviva of that need.

Overall though I think a courtesy car should have been provided on her return. Had Aviva done everything it should have in providing a good service, I think it should have checked, and if it had, I'm reasonably satisfied Ms P would have said she needed use of a courtesy car.

But I have to look at the impact of that error. And I have to look at Ms P's actions in mitigating that impact too. As mentioned above, even though I think a courtesy car should have been provided, I still think Ms P could have notified Aviva of that need if it was impacting her. In putting things right, it's not a simple case of asking Aviva to pay Ms P a loss of use payment – even though I appreciate it did that for the period of time she was without a car prior to going away on holiday.

We've asked for any evidence of expenses Ms P incurred over and above what she'd have incurred with the normal use of her car and nothing has been provided. During the period of time she was without the car Ms P said she used public transport and taxis. We've no more detail on that, but even if that didn't cost her more than running her car would have, that would have undoubtedly caused Ms P distress and inconvenience.

The communication on the claim was poor at times. Ms P had to chase for updates much more than can reasonably be expected.

Our Investigator thought fair compensation on this complaint would be £250, plus the cost of Ms P's MOT, plus £220 for the period of time before she went away.

I'm satisfied that's reasonable. The claim took too long, and communication was poor. But I have to consider that for roughly a month of the four months the claim took, Ms P was on holiday. So, I'm not persuaded there was any inconvenience caused from being without her car during that time. That said I can totally understand her expectation that her car would be ready on her return, and it wasn't. That would have been distressing and inconvenient.

The MOT is something Ms P would always have to pay, I can't see she had to pay more because it was late, and I understand the repairing garage also arranged recovery of her vehicle to the MOT centre. So I think Aviva's offer to cover this cost too is reasonable and should fairly be viewed as compensation.

Overall the compensation on this claim will be £470, plus the cost of the MOT (not any work needed as a result of that MOT – simple the test fee). For a claim that took four and a half months, with Ms P being on holiday for a month of that time, I'm satisfied that's reasonable compensation. Any claim is likely to take time, so here, we are looking at perhaps a three-month delay (allowing for a month to resolve the claim – of which Ms P was on the most part provided a courtesy car for). Ms P was away on holiday for a month of that three-month delay, so wasn't impacted by being without her car, or a courtesy car.

That leaves a period of roughly two months where Ms P was without either her car, or a courtesy car. Two months she shouldn't have had to endure. But given what she's told us, I'm satisfied £470, plus the cost of her MOT is reasonable compensation.

Our Investigator also recommended Aviva consider any travel expenses Ms P incurred following her return from holiday. Aviva agreed to that assessment, so I'm satisfied that's something it should do to resolve this complaint.

### **Putting things right**

Aviva Insurance Limited should pay Ms P:

- £470 compensation in total
- The cost of the MOT test upon receipt of evidence this was paid, as already offered.
- Consider any travel expenses incurred as a result of her being without her car between Ms P returning from holiday and having her car returned for her.

### **My final decision**

For the reasons set out above, I uphold this complaint. Aviva Insurance Limited now needs to take the actions set out in the "Putting things right section above."

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 10 October 2025.

Joe Thornley  
**Ombudsman**