

The complaint

Mr W has complained about Aviva Insurance Limited. He isn't happy about the way it has handled his motor insurance claim after he was involved in an accident.

What happened

Mr W was involved in an accident and when he contacted Aviva about this, he felt it handled his claim poorly, and that he was misled about his chances of successfully defending the claim. When he complained to Aviva it acknowledged that its service was poor and that it incorrectly told him the claim had been settled non-fault when it hadn't – it offered £150 by way of compensation for this. But as the claim had been considered at arbitration, which thought it should be settled on a split liability basis, it didn't think it had done anything wrong in relation to how liability was settled. But as Mr W remained unhappy he complained to this Service.

Our Investigator looked into things for Mr W, but he didn't uphold his complaint. He agreed that Aviva acted fairly in looking to defend Mr W but as arbitration decided liability should be split it hadn't acted unreasonably. And although he accepted that Aviva acted poorly, especially when it incorrectly told Mr W that it was settling the claim non-fault he thought its offer to pay £150 in acknowledgement of this felt fair.

As Mr W remained unhappy the matter has been referred to me for review.

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.

As Mr W has accepted the split liability position I don't propose to go over this here. And I acknowledge that my summary of Mr W's complaint is somewhat brief. But I'd like to assure him that I have reviewed all his submissions alongside the information provided by Aviva. I won't be commenting on each point raised but will instead comment on the key remaining issues I consider to be key to the case. This isn't intended as a discourtesy but reflects the informal nature of this Service – and the rules this Service are bound to follow enable me to do this. And I know Mr W would like additional complaint points brought in, but I can only consider the complaint raised and responded to by Aviva in its final response letter (FRL) of July 2025, here.

In relation to the way the claim was handled and the fact that Aviva told him, incorrectly, that the claim would be marked non-fault I agree that Aviva made mistakes, and its service was poor. I know Mr W feels he should be compensated a lot more here, but I think £150 is fair and in line with the kind of awards this Service ordinarily makes in circumstances like this. I do accept that Mr W would have felt disappointed when he was told he wouldn't be held at fault when in fact the claim was being settled 50/50. But this was corrected very quickly which limited the impact here.

Given all of this I think that Aviva's offer of £150 compensation in acknowledgement of its poor service, sending incorrect emails suggesting the claim would be marked as non-fault when it wasn't feels fair. So, while I accept that Aviva should have taken greater care and consideration communicating the liability position, I'm not asking Aviva to do anymore. And Mr W can advance any further complaint points he wishes with Aviva separately.

My final decision

While I recognise Mr W will be disappointed, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 December 2025.

Colin Keegan
Ombudsman