

## **The complaint**

Mr A complains about how Aviva Insurance Limited (“Aviva”) handled a claim under his car insurance policy. When I mention Aviva I also mean its suppliers and approved repairers Aviva is responsible for.

## **What happened**

Mr A had a motor insurance policy with Aviva covering his car.

His car was hit by a third party in May 2025, causing damage. His car was parked at the side of the road when it was hit, and it was pushed into another car causing further damage to it.

He contacted Aviva and made a claim.

Aviva passed Mr A to its hire car provider. There was a slight delay in getting him a hire car. Aviva said it would pay him £15 for the one-day delay, plus £50 compensation.

There were problems with the condition of the hire car and the replacement of a flat tyre.

Mr A’s own car was taken to one of Aviva’s approved repairers. Work was done to fix the damage, but some work was missed. Aviva rectified the work, which took two visits to the approved repairer to resolve. It apologised to him and offered him £150 compensation. It later increased its offer to £300.

Mr A was asked to pay his excess of £850 to the repairer when he collected the car. He said he’d pay later, but then didn’t pay it. He later paid it.

He complained about being asked to pay his excess and because Aviva hadn’t agreed the collision was non-fault for him. His No Claims Discount (‘NCD’) was reduced and the claim was ‘open’ on his policy. He didn’t think Aviva had done enough to settle his claim.

His policy renewed at a higher price due to the claim status.

Mr A remained unhappy and brought his complaint to this service. He asks for a refund of his excess plus interest, a review and correction of the increased premium, and compensation for the financial, emotional, and time-related distress caused by Aviva.

Our investigator looked into it and thought it wouldn’t be upheld. He thought Aviva’s compensation was fair.

Mr A didn’t agree with the view and asked that his complaint was referred to an ombudsman. So, it’s been passed to me to make a decision.

## **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.

I've read the case file with details about how the collision took place. I've read about how shocking the incident was for him and his family, and they have my sympathy.

Mr A's complaint covers several areas, and for ease I'll deal with them separately.

I've mentioned above that Mr A has complained about the service he had from a hire car company, through which he was provided with a hire car.

I need to say that he was provided with this hire car through a different company, and it was apparently using a credit hire arrangement. What this means is that the car wasn't provided under the terms of the policy. Mr A has complained to Aviva about him not being made aware he was being transferred to a credit hire arrangement. But I can't see that Aviva has provided him with its final response on this, so I'm not able to consider this part of his complaint further.

### **Excess**

Under the terms of the policy wording, Mr A needs to pay his excess when he makes a claim:

#### *“Excesses*

- *An excess is the amount you will have to pay towards any claim.”*

Mr A's excess was £850 and I can see that he didn't pay it when he collected his car from the approved repairer despite several reminders. Part of his approach to this service is about Aviva's insistence that he pays the excess. He said: *“It is unreasonable and unfair that I should bear this financial and emotional pressure while liability remains unsettled.”*

I can see in the file that Mr A has talked about struggling to afford to pay the excess as well as the increased premiums following his claim, but he needs to understand that his excess forms part of his agreement with Aviva. He made a claim and needs to pay the excess under the policy terms. I don't think I can fairly say Aviva acted unreasonably when it asked him to pay it, although I do appreciate Mr A difficulties.

I can also see a mention in the file that, at some point, Mr A was asked to pay two excesses, but he clarified this with Aviva who said one payment was needed.

In later correspondence, Mr A has talked about the third party driver possibly being uninsured. I can see there's part of the policy wording that possibly deals with this:

*“If you are hit by an uninsured driver... we will refund the excess you paid.”*

This part of the wording still means Mr A would need to pay his excess before Aviva refunds it. I'll also comment that, although it's the police who reported the driver may be uninsured, Aviva will need to deal with his claim fully before it's able to confirm this and process his refund. I can see that Aviva considers that the third party was insured and that recovery was proceeding against the appropriate insurer.

### **Repairs**

I've read about how Mr A's car was taken to Aviva's approved repairer, but repairs weren't correctly carried out. I'll explain that his car was hit to the front side, pushing the car backwards into another car. This meant there was damage to two completely different areas of the car – and it was the rear bumper that hadn't been repaired when it was returned to Mr

A, despite the approved repairer being aware of the nature of the damage.

Aviva then took the car back and repaired it, but I can see that Mr A had further issues with the work done. I've read the repairer's comments and I can see that it cleaned a mark off the car's interior, regassed the air conditioning system and bled the brake system to fix those, which needed Mr A to make a visit to the repairer to deal with.

I've thought about the process Mr A went through. His car was recovered into Aviva's repairer quickly and he was placed in a hire car during this time so was kept mobile (notwithstanding my point above about the hire car arrangement). Although I don't think it was good service of the repairer to fail to fix the work at the first opportunity, I think Aviva's response was fair. It arranged to have the work done quickly, and said it would pay £300 compensation for Mr A's inconvenience. The repairer says it carried out work that it didn't think was caused by the collision as a gesture of goodwill.

As his inconvenience was over a relatively short period of time, I think the amount of compensation offered by Aviva is fair and in line with this service's guidelines.

### ***Liability for the claim, NCD and premium increase***

Mr A was regularly contacting Aviva and asking why liability hadn't been settled and then raising his complaint about that by the end of August.

I've thought about this carefully. When an insurance company wants to recover costs paid out under a claim like Mr A's, it needs to contact the third party insurer with its evidence and ask for reimbursement. Mr A has said that the car that hit his had only been collected 30 minutes before the collision. What this means is that the third party insurer likely needed to carry out a substantial amount of work before it can respond to Aviva's request. If it doesn't respond, or refuses to accept liability for the collision, then Aviva will need to follow another legal path to recover the monies. And, if the driver is uninsured, then Aviva will need to pursue a further route.

What this all means is that, unfortunately for Mr A, Aviva may take some time to recover its costs. And during that time his claim will remain 'open' even though it's being dealt with on a 'non-fault' basis. I'll explain that 'non-fault' doesn't mean who was responsible for the collision on the road (which was clearly the third party), but whether Aviva thinks it can recover its costs entirely.

I've read Aviva's file and I can see that it updated Mr A on its progress during the claim. I appreciate he's said that merely chasing up the other company isn't enough, but that is the process Aviva needs to follow.

I can't fairly say Aviva has delayed the claim.

As there was an open claim on Mr A's policy, his No Claims Discount (NCD) was affected. This information meant his policy renewal premium substantially increased from 2024 to 2025.

Mr A complained about this. He said Aviva's inaction on his claim meant he was expected to pay substantially more. I've read the notes on file and I can see this was explained to him. But for clarity, if Aviva completes its recovery of costs from the third party, then Mr A will be entitled to have his NCD reinstated and the claim closed. This will mean he can approach Aviva and ask for his historic premium to be adjusted and likely refunded. This service would support him in that approach.

I don't doubt that Mr A found the premium increase inconvenient, but I can't say Aviva acted unfairly. And, as I say above, I don't think it has unfairly delayed the claim.

Overall, I think the amount of compensation offered by Aviva is fair and reasonable in all the circumstances of this complaint, which includes the £65 Aviva paid because it delayed providing a hire car to Mr A by one day.

From the evidence I have, I can't see if the various amounts have been paid. So, if Mr A now wishes to accept them, he should contact Aviva and ask for them. I'm not upholding his complaint.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 February 2026.

Richard Sowden  
**Ombudsman**