

The complaint

Mr K and Miss H have complained about Aviva Insurance Limited's service after they claimed on their motor insurance policy.

Mr K has taken the lead in dealing with this complaint, so for simplicity – except for where I think it is appropriate to refer to Miss H specifically – I will only refer to his comments and actions below.

What happened

Mr K is the principal policyholder and Miss H is the named driver on the policy.

Miss H was driving when another car reversed into her. Mr K claimed on the policy. Aviva initially told Mr K that the car was a total loss. But over three weeks later Aviva told him it was repairable. Aviva moved the car to one of its approved repairers to fix. In the meantime Mr K had issues with the hire car Aviva's partner hire car company provided. He complained. Also, after the repairer returned his car Mr K said it had a smell of petrol. Aviva didn't think that was related to the accident or repairs.

In response to Mr K's complaint Aviva offered to compensate him for some out of pocket expenses, loss of earnings, loss of use of his car and an amount to reflect his distress and inconvenience. Mr K didn't think Aviva's offer went far enough. He brought his complaint to the Financial Ombudsman Service. After he'd done so Aviva increased its offer.

One of our Investigators looked into the complaint. She thought Aviva's offer to put things right was reasonable. Mr K didn't agree so the complaint's been passed to me to decide.

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.

Compensation

Mr K doesn't think the compensation Aviva offered is sufficient given the distress it caused him.

Aviva hasn't disputed that some of its service was not of the standard it aims to provide. And it acknowledged that it caused Mr K distress and inconvenience as a result. For example, initially there was a delay in providing a hire car leaving him without transport. There were then issues with the hire car itself including a flat tyre that cost Mr K money to sort out.

Also because Aviva initially told Mr K the car was a total loss he spent several weeks trying to source a replacement, and took time off work to do so. In addition he had to pay DVLA's fee to enable him to retain his cherished number plate. Having done so, Aviva then told Mr K the car was repairable. I can understand that must have been frustrating for Mr K.

However, I do think that Aviva has taken reasonable steps to put things right. At an early stage it offered to pay Mr K:

- DVLA costs of £160
- £260 for the cost of the replacement tyre

- £60 for loss of use caused by the delay in providing a hire car
- £210 loss of earnings calculated based on Mr K's daily rate.

Aviva also offered compensation in respect of Mr K's distress and inconvenience. It initially offered £225, but it twice increased that sum, first to £350 and then to £425. I'm aware Mr K doesn't feel that this is anything like enough. That's especially the case as the issues with Aviva happened while he was (and I believe still is) dealing with some very challenging personal circumstances. So I've thought very carefully about whether that offer was fair and reasonable.

I don't wish to downplay the impact of Aviva's poor service on Mr K and his family at what was an already difficult time, but I'm satisfied that the £425 compensation Aviva offered is reasonable. That's because I think that figure is enough to recognise the considerable distress, worry, significant inconvenience, and extra effort it caused Mr K to sort things out over a period of months. And it's in line with awards we make in other cases of an equivalent seriousness that have had a similar impact. So I'm not going to instruct Aviva to increase its compensation offer.

The petrol smell

Mr K said that after Aviva returned his car it smelled of petrol. He said the smell wasn't there before the accident. So he thinks that either the accident or the repair caused it.

After he told Aviva about the smell it returned the car to its repairer. The repairer looked at the car but told Aviva that it didn't think the problem was caused by the accident or repair. It said it had only repaired the car's bumper and hadn't touched anything that could have caused the issue.

In contrast Mr K said the repairer told him the smell could have been caused by the car sitting idle at Aviva's salvage agent's yard for some weeks or by being driven soon afterwards on very low fuel. Aviva doesn't have any record of the repairer telling Mr K this. And it's certainly not the message the repairer gave to Aviva. But in any event, soon after the repairer had looked into the issue Aviva also sent one of its field engineers to look at the car. He was satisfied that the issue with the petrol smell was not related to the accident or repair. So his expert opinion was that the petrol smell wasn't Aviva's responsibility.

Mr K maintains that the petrol smell wasn't there beforehand, so he believes it must be related to the accident or repair. I'll explain that – as we're not engineers – when looking at technical disputes of this nature we will be guided by the evidence of experts such as Aviva's engineers. And Mr K hasn't submitted any other expert evidence to counter the field engineer's professional opinion. So, in the absence of that evidence, I'm persuaded by the engineer's opinion that the petrol smell is not related to the accident or repair and as such is not Aviva's responsibility to sort out.

Putting things right

Assuming that Mr K accepts my final decision, unless it has already done so, I require Aviva to pay Mr K:

- DVLA costs of £160
- £260 for the cost of the replacement tyre
- £60 for loss of use
- £210 loss of earnings
- £425 compensation for distress and inconvenience.

My final decision

For the reasons given above I require Aviva Insurance Limited to take the steps set out under the heading 'putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H and Mr K to accept or reject my decision before 6 March 2026.

Joe Scott
Ombudsman