

## **The complaint**

Miss R complains about Aviva Insurance Limited (“Aviva”) and the service they provided following the claim she made on her motor insurance policy.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Miss R held a motor insurance policy, underwritten by Aviva, when her car was damaged. So, she contacted Aviva to make a claim.

But Miss R was unhappy with the service Aviva provided during the claim and settlement process, so she raised a complaint. Her issues included, and were not limited to, the delay in receiving the claim settlement amount. She was also unhappy with the way her car was stored, including the distance from her home address and damage caused to her belongings contained within it. And, how this led to a delay in her collecting her parking permit and fob, which she feels resulted directly in the parking fines she received relating to the hire car she was provided. So, to resolve her complaint, Miss R wanted costs she incurred refunded to her and compensation to recognise the distress and inconvenience she had been caused, with her disability appropriately considered.

Aviva responded to the complaint and upheld it in part, offering a total of £210.59 compensation, which included an amount for interest on the delayed settlement payment, alongside the £50 offered by their agent for Miss R’s damaged blanket. But Miss R remained unhappy with this response, so she referred her complaint to us.

While the complaint was with our service, Aviva made another, increased offer to resolve the complaint. In summary, they offered to increase the total compensation to £300 in total, alongside the £50 payment for the blanket, to recognise the delays and service issues and the impact this caused Miss R. Miss R rejected this offer, so our investigator continued to look into the complaint.

Having done so, they set out why they thought Aviva’s increased offer was a fair one. Both parties have had sight of this outcome, so I won’t be recounting it in length. But to summarise, our investigator explained why they didn’t feel it would be fair to hold Aviva responsible for the parking fines Miss R incurred. And why our service deemed it reasonable for Aviva to ask Miss R to provide evidence of her damaged belongings, before they considered reimbursement. So, they thought the £300 offer fairly compensated Miss R for the delays and service issues she encountered.

Miss R didn’t agree, providing significant commentary setting out why. This included, and was not limited to, her continued belief that Aviva ought to be responsible for her parking fines. And why she didn’t feel it was fair to expect her to provide Aviva with evidence of the damage caused to her belongings, considering her disability and the fact it wasn’t disputed that rats had accessed the car while it was stored and in Aviva’s possession. As Miss R didn’t agree, the complaint has been passed to me for 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.

Having done so, I'm satisfied the increased offer Aviva has put forward is a fair one to resolve the complaint, for broadly the same reasons as our investigator. I've focused my comments on what I think is relevant, in line with our services informal approach as an alternative to the courts. So, if I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. But I want to reassure both Miss R and Aviva I've considered all the information and evidence provided, even if I don't talk to it directly within my decision.

Before I explain why I've reached my decision, I want to set out what I've considered, and how. I note in response to our investigators view, Miss R raised concerns about how Aviva handled her complaint including how this was shared with their agent. But complaint handling is an unregulated activity and so, not something I or our service can comment on. So, I won't be discussing this point any further within my decision.

Instead, my decision focuses on the service Aviva provided Miss R when handling the claim she made on her motor insurance policy. And I note Aviva have already accepted there was an unreasonable delay in issuing the claim settlement payment. And, that Miss R was forced to travel a significant distance to collect her belongings due to the location her car was recovered to, which would have been inconvenient and frustrating for her. I also note with Aviva's claim notes, there is an acceptance that Miss R was promised a call back to discuss collection of these belongings, which wasn't adhered to. As these complaint issues have been accepted by Aviva, I don't intend to discuss their merits in any further detail, and I will return to them when discussing what Aviva should do to put things right.

My decision will instead focus on the complaint points that remain in dispute, that I'm satisfied represent Miss R's main issues and that I'm satisfied impact the overall decision I've reached. For ease of reading, I've addressed these under separate headings.

### *Parking fines*

I note Miss R feels Aviva are responsible for the parking fines she incurred after the accident, as she was prevented in retrieving her parking permit and fob from her car. But I'm not persuaded it would be fair for me to decide this.

This is because, regardless of whether Miss R had access to her parking permit and fob, she ought to have an understanding of her obligation to park any replacement car legally, and appropriately. This is evidenced by Miss R applying for visitors permits shortly after the accident with her local council. And ultimately, if Miss R chose not to do this, this was her own decision to make. I want to be clear any delay in receiving these visitor parking permits is the responsibility of her local council, not Aviva.

While I recognise why Miss R feels she could have avoided this had she been able to collect her belongings sooner, with her car being stored more local to her, I note that in the evidence supplied, in her appeal to the council they explained the permit was only applicable to the car associated with it. And this was the car deemed a total loss, that Miss R was no longer using. So, I'm persuaded that even if Miss R was able to access the permit, this wouldn't have permitted her to park the replacement cars where she wished. And any ability to amend this authorisation fell on the shoulders of Miss R, rather than Aviva as her insurer.

So, because of the above, I'm not persuaded there is a chain of causation that means Aviva are ultimately responsible for the fines Miss R incurred, including any additional charges applied by the hire car company and it follows that I'm not upholding this aspect of the complaint.

### *Reimbursement of damaged belongings*

I note it's not disputed by Aviva that there was evidence of a rat infestation in Miss R's car, that occurred while the car was in their storage. So, I can understand why Miss R feels it's fair, and appropriate, for Aviva to reimburse her for her belongings that were damaged by this infestation, and I don't disagree with this stance.

But crucially, regardless of Aviva's fault here, our service would only expect a business such as Aviva to reimburse a customer when reasonable evidence has been provided to substantiate the losses they have incurred.

In this situation, at the time of Aviva's complaint response, Miss R had only provided an image showing a damaged blanket, which I note she has been offered a payment for. And Aviva have reiterated that they would consider reimbursement of any other damaged items, when Miss R has supplied a list of items she feels was damaged, with any supporting information.

I'm satisfied this is a reasonable position for Aviva to take as if I was to direct otherwise, I would potentially be directing Aviva to pay Miss R for items that I can't be certain were damaged, and this may place Miss R in a position of betterment which isn't something I, nor our service, is able to do.

But I note Miss R has told us she has a disability. She says that Aviva has indirectly discriminated against her and failed to make reasonable adjustments by asking her to provide evidence in support of her claim that items in her car were damaged by the rodent infestation.

Our Service doesn't have the power to make any finding that there has been a breach of the Equality Act 2010 but, as it's relevant law, I've taken this legislation into account when considering if Aviva has acted fairly and reasonably. And for reasons set out above, I think it has.

I don't think it would be fair and reasonable in the circumstances of this complaint for Aviva to reimburse Miss R for damaged items without evidence in support. But I would reasonably expect Aviva to ensure Miss R is given an extended period of time to supply this evidence, albeit I recognise this offer has been available for Miss R to utilise for some time.

I also want to recognise Miss R's concerns that the evidence she can provide may not visually show the damage. Specifically, she feels it may not show the items damaged by urine contamination. But this concern doesn't remove the need for her to attempt to evidence her losses.

It would be for Miss R to provide the evidence she can, and I would expect Aviva to work with her to ensure she is provided with reasonable avenues to explain the damage she feels has been caused and take a fair and reasonable approach when considering the information they receive.

### **Putting things right**

I then turn to what Aviva should do to put things right. And when deciding this, I want to be

clear that any award or direction I make is intended to place Miss R back in the position she would have been in, had Aviva acted fairly in the first place.

In this situation, had Aviva acted fairly, they would have paid her claim settlement sooner than they did. So, Miss R should be compensated for the impact this had, both emotionally and financially. I note the offer Aviva have offered so far includes a provision for the interest accrued on the settlement amount, for the length of the delay. This is what our service would expect to address the fact Miss R was without these funds for longer than she should have been.

And as I've already set out above, I would only expect Aviva to reimburse Miss R for her damaged belongings she has evidenced. And I've seen no evidence to persuade me the £50 offer for the damaged blanket is contested, or unreasonable. So, this is a payment I'm directing Aviva to pay.

I then turn to the £300 compensatory amount, with around £290 of this intended to address the distress and inconvenience Miss R has been caused by the service she received. Having considered this amount, I'm satisfied it's a fair one, that falls in line with our services approach and what I would have directed, had it not already been put forward.

I'm satisfied this amount fairly takes into account the travel costs, and inconvenience, associated with the travel needed for Miss R to collect her belongings from a distance some way from her home, with her disability in mind. But I'm satisfied it also fairly takes into account the fact that it's not unusual in the industry for cars to be recovered and taken some distance away and that this in itself wasn't an error on Aviva's behalf.

Further to this, I'm satisfied it takes into account that Aviva were entitled to take time to validate the claim, which included recovering and inspecting the car itself. I note the car wasn't received on site of their agent until 11 July. And Aviva acted within a reasonable amount of time to communicate the settlement amount to Miss R, on 17 July.

It's on this date that Miss R confirmed she wasn't looking to retain her car and so, wanted to collect her belongings from it. And I note Miss R confirmed the following day that she was travelling abroad and wouldn't return until early August. So, I can't agree that there were delays in Aviva processing the claim that prevented Miss R collecting her belongings sooner, as this was delayed due to her own plans and circumstances.

I'm also satisfied that the compensatory amount fairly recognises the frustration Miss R would've felt when not receiving an update as promised. And how she has ultimately been left needing to chase Aviva for updates when they ought to have been provided proactively, which includes the delays in receiving the settlement payment. But that it also recognises that ultimately, the claim itself took around six weeks to conclude which isn't a significant amount of time, especially when Miss R was in a hire car that allowed her to remain mobile for most of this time.

So, because of the above, I'm directing Aviva to pay Miss R a total compensation amount of £300, plus the £50 payment for the damaged blanket if this hasn't been paid already.

I also want to reiterate my expectation for Aviva to ensure they consider any evidence Miss R supplies regarding her damaged belongings in an efficient manner, with her disability and the impact this has on her being considered when they navigate this process.

### **My final decision**

For the reasons outlined above, I uphold Miss R's complaint about Aviva Insurance Limited

and I direct them to take the following action:

- Pay Miss R £300 compensation; and
- Pay Miss R £50 for her damaged blanket, if this hasn't already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 16 March 2026.

Josh Haskey  
**Ombudsman**