

complaint

Mr and Mrs M complain they were misled by Aviva Insurance Limited when they made a claim on their motor insurance.

background

Mr and Mrs M say they were given misleading advice by Aviva when they spoke to its representative after an accident. They say they were led to believe they'd be able to keep a hire vehicle until five days after a settlement was received and that settlement included all aspects of their claim including uninsured losses and a personal injury claim. But this didn't prove to be the case.

Our investigator felt that this complaint shouldn't be upheld. In summary she said

- A recording of the call about the settlement isn't available. But she's listened to recordings of other calls made which didn't mention the settlement.
- It's unlikely that Aviva would've said Mr and Mrs M could have a hire vehicle until the full settlement of the claim. This isn't normal practice with insurers and it's likely Aviva was referring to settlement of the vehicle aspect of the claim. And as they didn't have legal expenses cover Aviva wasn't dealing with other aspects of their claim like uninsured losses or personal injury. Mr and Mrs M have confirmed those aspects are being dealt with by them directly with the other party's insurer.
- Mr and Mrs M's Aviva policy said if their car wasn't repairable it would arrange for a hire car for 14 days or until settlement is received whichever was the earliest. So, they should've been aware that they'd not be given a hire car for longer than 14 days. Mr and Mrs M were incorrectly told they wouldn't be given a hire car. But this error was rectified the next day.
- It wasn't Aviva's fault that the third party had incorrectly written down his car registration which caused a delay identifying the other insurer. As Aviva was their insurer we'd expect it to deal with their vehicle settlement. We can't comment on what the third party's insurer has done.
- Once they'd settled the vehicle part of the claim and been paid its market value, Aviva was entitled to take away the hire car. The policy confirms this.
- Mr and Mrs M are also unhappy with the vehicle provided by the hire company. But that's a matter for the hire company. And if they remain unhappy they should contact it directly.

Mr and Mrs M don't agree and have asked for an ombudsman review. In summary they remain unhappy with the way Aviva has dealt with the claim. They say it didn't fully explain things to them and made some errors. Its level of service was poor. The phone calls could've been deliberately deleted. They also think the vehicle valuation was too low. Aviva should contribute to their legal expenses claim.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Some of the evidence in this case is incomplete, inconclusive or contradictory. So, I've made my decision based on what I think is more likely to have happened than not.

Mr and Mrs M have provided detailed submissions to support this complaint. I've read and considered them all. But my findings are expressed in considerably less detail. And they focus on what I think are the main issues.

I agree with the investigator's conclusions for the same reasons.

It's unfortunate that recordings of some calls aren't now available. But I've seen nothing to show they've been deliberately deleted by Aviva as Mr and Mrs M have suggested.

Mr and Mrs M's policy clearly sets out what would happen if their vehicle was not repairable. It said they'd be given a hire car for up to 14 days. They also didn't take out legal expenses cover so it wasn't for Aviva to deal with their claims for uninsured losses and personal injury.

Aviva did make a mistake in saying they weren't entitled to a hire car. But this error was quickly remedied the next day. And it was also fair for Aviva to withdraw the hire car once it'd settled the vehicle claim by paying Mr and Mrs M its market value.

Mr and Mrs M now say the amount paid to them for the vehicle was too low. But taking into account the trade guide prices it appears the amount paid was fair given the vehicle's previous history of being written off, and its mileage, age and condition. When Mr and Mrs M accepted the valuation proposed by Aviva it was also reasonable for it to then pay them for it. And if they weren't yet ready to consider the valuation or were unhappy with the amount offered they could've asked for more time to consider the offer or have submitted their own evidence supporting a higher value.

Overall I think Aviva dealt with the claim reasonably. There were a few minor issues of poor customer service. But they were remedied quickly.

Taking everything into account, although I recognise Mr and Mrs M's frustration and strength of feeling, I don't think I can fairly or reasonably require Aviva to pay them anything towards their legal expenses claim as they'd like or do anything more than it's already done.

And I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 28 July 2017.

Stephen Cooper
ombudsman