

The complaint

Miss J complains about the way Aviva Insurance Limited (Aviva) handled a claim she made on her motor insurance policy.

What happened

In March 2023 Miss J's car was involved in an accident, and she contacted Aviva to make a claim through her policy for the damage. Aviva accepted the claim and repairs were authorised. However, Miss J's car had to go back to the garage on three different occasions due the repairs not being completed correctly and the car being found to be unsafe to drive.

Miss J's car wasn't ultimately repaired until mid-November 2023. And she says she wasn't provided with a courtesy car throughout the duration of the repairs. Miss J raised a complaint to Aviva and said they'd caused her financial hardship and inconvenience. Aviva responded to the complaint and agreed there had been delays with the repairs but said Miss J had told them she'd purchased another car, which is why she wasn't given a courtesy car. Aviva offered Miss J £350 in compensation and an additional £190 for the loss of use of her car.

But Miss J didn't agree with Aviva's proposed resolution of her complaint. She said the compensation didn't cover the distress and inconvenience she'd experienced during the claim. And she felt the loss of use payment didn't cover her losses during the time she'd been without her car – so, she brought the complaint to this Service.

An Investigator looked at what happened and initially recommended the complaint should be upheld and Aviva should pay an additional £150 compensation. However, the Investigator later reviewed copies of call recordings between Miss J and Aviva and said in light of Miss J not requesting a replacement car – she didn't think Aviva had acted unfairly, as they would have reasonably thought Miss J had other arrangements in place. The Investigator felt the compensation and loss of use offer was fair in the circumstances and didn't recommend Aviva increase this.

Miss J disagreed with the Investigator's outcome. She didn't think the compensation reflected the level of inconvenience she had experienced, and she said she should have been provided with a courtesy car. Miss J asked for an Ombudsman to review the complaint – so it'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.

Having done so, I've decided not to uphold the complaint - I'll explain why.

I want to start by explaining I won't be repeating the entirety of the complaint history or commenting on every point raised, as the same is already well known to both parties. Instead, I've focussed on what I consider to be the key points I need to think about in order to reach a fair and reasonable conclusion. I don't mean any discourtesy by this; it simply

reflects the informal nature of this Service. However, I assure both Miss J and Aviva I've read and considered everything provided as part of this complaint.

I appreciate the issues surrounding the repairs to Miss J's car and the impact this would have had. And I can also see the repairs took a long time to complete and there were delays and Miss J had to send her car back on more than one occasion. I recognise how frustrating and inconvenient this must have been. And as Aviva have confirmed their errors in relation to these points, I only need to consider what the impact of the mistakes were and what steps they've taken to address them. So, the crux of this complaint is really down to how Aviva handled things once Miss J reported her concerns to them.

The starting point is to consider what Aviva is required to do under the terms of the policy – which says:

"A courtesy car is provided subject to availability to reduce your inconvenience and where possible to ensure you remain mobile –

A courtesy car will only be provided when your claim has been accepted and your car is repairable and is being repaired by our approved repairer network."

Ordinarily, Aviva would provide a replacement car to Miss J while repairs to her own car were being completed. But this didn't happen – and I can see this is because Aviva has said Miss J told them she had purchased a replacement car, and this is why a courtesy car wasn't offered at the time under the policy.

Miss J has said she was without her car for several months – and this caused disruption to her daily life, as well as caused severe stress and anxiety. I can also see Miss J has said she spoke to Aviva on several occasions and asked for a courtesy car and says she was misadvised that one wasn't available to her until repairs started.

Like the Investigator, I've listened to the calls between Miss J and Aviva in which she asks for progress updates about the repairs. I can't see there is any discussion around needing a replacement car mentioned in these calls. And while I appreciate Miss J has said Aviva should have provided a courtesy car at the outset of the claim – I can see within her complaint to Aviva that she says she purchased a replacement car.

I've considered Miss J's testimony around the impact to her. She's said she didn't purchase a car herself - a family member purchased a car and she contributed towards the occasional use of the car while her claim was ongoing. She said she didn't have permanent use of any car and was still having to rely on public transport or family members giving her lifts.

While I sympathise with the delays Miss J experienced, my role is to determine whether Aviva acted fairly when dealing with her claim. And because I haven't been provided with any evidence which shows me Miss J made Aviva aware of her need for a replacement car, or specifically asked for one, I can't reasonably conclude Aviva have acted unfairly. I also haven't been provided with any evidence of the additional expenses Miss J says she incurred to consider. This means I won't be asking Aviva to increase the loss of use amount during the period of repairs.

In respect of the information given to Miss J at the start of the claim, the car was originally thought to be a total loss, which means loss of use payments, or a courtesy car, wouldn't be provided under the policy. And I can see when the car was deemed repairable on 12 April 2023, Aviva's loss of use offer started the day after, on 13 April 2023. But Miss J says she should have been provided with either a courtesy car or loss of use payments from the day of the loss.

Miss J reported the claim to Aviva on 25 March 2023 and reported the car was undriveable. Miss J has also said there was a failure to find alternative repairers when the first garage was unable to take her car in. And there were also communication issues experienced throughout this period, where Aviva didn't keep Miss J updated. I acknowledge the delays would have caused additional upset and inconvenience for Miss J. But I consider the general award for distress and inconvenience of £350 is appropriate, so I'm not going to ask Aviva to increase this.

In respect of the loss of use payments, I appreciate this may not be the level of compensation Miss J was hoping for; but given the lack of evidence in relation to losses she says she's incurred, I consider the compensation made to be appropriate. And having thought about everything that's happened, I'm satisfied Aviva's total award produces a fair and reasonable conclusion in this particular case.

Finally, while I appreciate Miss J has said Aviva's actions caused an impact to her family, I'm unable to take this into account as part of the complaint. While I can appreciate this situation may have been worrying, I'm unable to consider losses from anyone other than the named policyholder, which here is Miss J – it's simply not a power this Service has.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 30 December 2024.

Stephen Howard
Ombudsman