

complaint

The consumer doesn't wish to be referred to as 'Mr' so I shall call him D. D and Mrs B have complained that Aviva Insurance Limited didn't handle their claim under their agreed value motor policy fairly.

background

D was involved in an accident with a motorcycle on 11 March 2016. He reported the accident to Aviva and said he had to chase Aviva to find out what was happening. He didn't think the accident was his fault. But Aviva decided to pay the motorcyclist's claim.

He also made a claim to have his own car repaired. Aviva agreed to this and provided a hire car for D to use whilst his own car was being repaired. It took seven months for his car to be repaired.

D complained. Aviva thought it had caused some delay and offered D £250 compensation and to pay for the hire car.

D didn't think this was enough and so brought his complaint to us. The investigator thought Aviva should pay a further £250 compensation. Aviva agreed but D did not, so his complaint has been passed to me to decide.

my findings

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

I'm aware D has gone to considerable trouble to explain what his issues are and I've read all his submissions. However, I shall deal with the issues that I consider are central to his complaint below.

liability

D complains Aviva's investigation into whose fault the accident wasn't adequate. However as the investigator explained, this service doesn't decide who was at fault for causing an accident as that's a matter for the courts. Also like almost every other motor policy, D's policy has a term, which gives Aviva the right to take over and settle any claim as it thinks fit. We do, however, look to ensure the insurer, Aviva here has come to its decision reasonably.

I think it has. This is because I can see Aviva has taken care to consider the circumstances of the accident. As D was pulling out of a car wash exit, the onus would be on him to ensure his path was clear before pulling out. So Aviva thought it couldn't defend D's case. Therefore, I don't think it did anything wrong in settling the motorcyclist's claim.

I can see there were issues of the motorcyclist's details but I think Aviva dealt with that with the motorcyclist's insurers.

repair of D's car

D's car was a cherished car and he took care to ensure he insured it under an agreed value policy. So I do think taking seven months to repair it would have caused D some distress. It also put D to some trouble in having to chase Aviva about this.

However, I can also see Aviva offered him £250 compensation. After the investigator dealt with D's complaint, she thought Aviva should increase this by another £250 compensation. Aviva agreed to this.

I consider this a reasonable amount of compensation and in line with what I would award in other similar situations.

customer service

D has complained that several people within Aviva dealt with his concerns and this caused delay. I agree that Aviva could have been more efficient but the compensation referred to above deals with that.

D wants Aviva to pay him significant rates for the letters and contact he had to make in chasing Aviva. However, I don't consider Aviva should pay these costs. There's always an inconvenience when a policyholder has to make a claim. And of course, it's distressing to have been involved in an accident where a cherished car has been damaged, but Aviva didn't cause the accident.

So I consider a total of £500 compensation is adequate compensation for the delays, which Aviva occurred in dealing most especially with the repair of D's car.

my final decision

So for the reasons I've discussed above, it's my final decision that I uphold this complaint.

I now require Aviva Insurance Limited to pay D a total of £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask D to accept or reject my decision before 30 April 2018.

Rona Doyle
ombudsman