

The complaint

Miss P complains that Aviva Insurance Limited is responsible for poor service in connection with a claim on her motor insurance policy.

What happened

The subject matter of the claim and the complaint is a hatchback car, first registered in 2007.

For the year from mid- February 2022, Miss P had the car insured on a comprehensive policy with Aviva. Any claim for damage (other than to a windscreen) was subject to an excess of £250.00.

Unfortunately, on about 11 September 2022, a third party damaged Miss P's car. Miss P contacted Aviva.

In mid-September 2022, Aviva arranged for its roadside assistance company to collect her damaged car. At about the same time, Miss P told Aviva she had changed her home address.

Aviva said Miss P's car was a total loss. She wanted to keep the damaged car.

In late September 2022, Miss P's car was taken to Aviva's salvage company.

On about 10 October 2022, Miss P got her car back from the salvage company.

Miss P complained to Aviva that it was responsible for returning the damaged car to her with a flat battery, no fuel and – in addition to the accident damage - with further damage. She told Aviva that she wanted to complain about its service in general.

On about 13 October 2022, Aviva offered £100.00 as a contribution to the costs of a breakdown call-out for the battery. Aviva wrote a short form of final response dated 13 October 2022, (telling Miss P of her right to bring her complaint to us within six months). But Aviva used Miss P's old address.

Aviva paid Miss P its pre-accident valuation of the car (£475.00) less a salvage fee (£142.50).

The third party accepted liability.

Several months passed.

In late April 2023, Miss P brought her complaint to us.

Aviva told us that Miss P had brought her complaint to us more than six months after the final response dated 13 October 2022. But Aviva accepted that it had sent that response to Miss P's old address.

Our investigator didn't recommend that the complaint should be upheld. He thought that the claim was handled in line with the policy terms, and the offer was fair and consistent with the recommendations we make at this service.

Miss P disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- When in the care of Aviva, her car was damaged with scratches.
- £100.00 isn't enough for what Aviva put her through.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. One of those rules is that – before we can investigate a complaint – the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response.

In my view, the accident and the need to make a claim were bound to cause Miss P some upset and inconvenience. That was particularly the case as the car was a constructive total loss and Miss P wanted to keep it.

When she brought her complaint to us in late April 2023, Miss P added some points of complaint about aspects of Aviva's service up to about 21 October 2022. But – in line with the rules – this final decision will deal only with the points of complaint that Miss P had already made to Aviva.

Subject to that constraint, I've reviewed Miss P's complaint form and Aviva's file notes. I accept that there were times when Miss P felt she wasn't receiving a good service. However, I find that Aviva dealt with the claim in a reasonable timescale in September and October 2022. I don't find that it fell below a reasonable standard of service.

I accept that Aviva was responsible for returning the car to Miss P with a flat battery. Whilst Aviva didn't accept that it was at fault, it paid Miss P £100.00 towards the cost of assistance at her home. And Miss P hasn't shown us details of her costs. So I don't find it fair and reasonable to direct Aviva to pay any more for this.

I accept that Aviva was responsible for returning the car to Miss P with very little fuel. However, the salvage agents told Aviva that they remove fuel as a fire precaution – and had offered to pay £10.00 to replace it.

In my view, Miss P has failed to provide enough photographic or other evidence to show that Aviva or its agents caused scratches or other damage to her car after the accident.

Overall, I'm satisfied with Aviva's response to the complaint. I don't find it fair and reasonable to direct Aviva to do any more.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 29 November 2023.

Christopher Gilbert

Ombudsman