

## **The complaint**

Mr R and Mrs R complain about how Aviva Insurance Limited (Aviva) handled their windscreen replacement claim under their car insurance policy.

Although Mrs R is a named driver on the policy, Mr R is the policyholder – so I'll mostly refer to him in this decision.

Aviva is the underwriter of this policy; that is, it is Mr R's insurer. Part of this complaint concerns the actions of Aviva's agents. As Aviva has accepted it's accountable for the actions of its agents, any reference in my decision to Aviva includes its agents.

## **What happened**

Mr R made a claim on his car insurance policy with Aviva for a windscreen replacement. The work was carried out by Aviva's agent. But when Mr R's car was returned to him, he noticed a fault with the indicator. Mr R complained to Aviva about this.

Aviva's agent said it didn't cause the fault with the indicator. But Aviva said its agent gave it no evidence to support this conclusion. So Aviva arranged for Mr R's car to be repaired under the terms of his car insurance policy and gave Mr R the use of a courtesy car while his was unavailable. Aviva says it also waived Mr R's policy excess, settled the claim as non-fault and kept Mr R's no claims discount intact.

There were delays by Aviva in carrying out the repairs and Mr R and Mrs R complained about these. In response, Aviva reimbursed Mr R for some taxi costs he'd incurred. And Aviva acknowledged that, while Mr R's car was being repaired, it should've given him clear updates on progress, so as to put Mr R's mind at ease, especially given there were "*several delays*". Aviva says it has paid Mr R £250 in compensation for the distress and inconvenience this caused him.

Mr R complained to us saying Aviva's compensation was low given the level of distress, disruption and financial loss he and Mrs R had experienced. He says he expected a significantly higher sum, at least around £500.

The investigator who looked at Mr R and Mrs R's complaint didn't uphold it. She agreed with how Aviva had settled Mr R and Mrs R's complaint and thought it had compensated them fairly for the service issues they'd had.

Mr R disagrees with our investigator's view. He says the compensation Aviva offered is very low considering the stress and anguish it caused. So Mr R and Mrs R's complaint has come 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 Mr R and Mrs R's complaint. I'll explain why.

Looking at the timeline of events Mr R has sent us, I can see it took a day or so for Aviva to agree to carry out the repair to the indicator. Mr R says this meant there was one day when having no car meant Mrs R was unable to work and so lost earnings.

Aviva says its personal car insurance policies don't cover loss of earnings. And Mr R hasn't given us any evidence to show Mrs R's lost income. So, in these circumstances, I don't think it would be fair and reasonable to award additional compensation for loss of earnings.

I can see it took Aviva a number of weeks to complete the repair. Mr R has described the impact this has had on him. He had the inconvenience both of making arrangements with Aviva and its agents to get the use of the courtesy car and of getting Aviva to agree to pay for the taxis Mrs R needed to get for work (until the courtesy car was available). Mr R had the added stress and inconvenience of this happening at a time when he and Mrs R were preparing to go on holiday. And it was while they were on holiday that Aviva told Mr R there'd be a delay in getting the repair completed. Mr R says this interfered with his enjoyment of his holiday. And then, on his return, Mr R had some difficulties with the courtesy cars he'd been given (one of which broke down on the drive back from the airport) and there was a further delay in getting his car repaired during which time he says he wasn't contacted by Aviva.

Aviva accepts poor communication about continued delays didn't give Mr R *"a good customer experience"*. It says better signposting about the delays, why they were caused and regular updates would've given Mr R reassurance that *"everything was under control"*.

I agree with Aviva's conclusion that Mr R didn't have a good customer journey. It's clear that, because of its failings, Mr R had to go to some effort to sort things out. And the experience Mr R describes is one he clearly found acutely stressful at times. But I think the compensation of £250 that Aviva has paid Mr R is fair and reasonable compensation for the distress and inconvenience he experienced and in line with what I'd expect Aviva to pay in these circumstances.

### **My final decision**

For the reasons I've given, I don't uphold Mr R and Mrs R's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 2 October 2023.

Jane Gallacher  
**Ombudsman**