

## **The complaint**

Mr L complains Aviva Insurance Limited (trading as General Accident) failed to provide him with a hire car.

## **What happened**

Mr L was travelling by car to a holiday location. Unfortunately he was involved in a collision. His car was damaged and undriveable. He contacted his motor insurer, Aviva, to make a claim. He requested it arrange a hire car so he could remain mobile during, and return home from, his holiday. Aviva agreed to arrange one for the following day. However, it failed to provide one until around six days later.

Unsatisfied with the service Mr L complained to Aviva. In response it explained a higher number of claims than anticipated, along with a lack of availability of vehicles, had resulted in a shortage of courtesy cars. It accepted it had failed to provide Mr L with one for seven days. It offered him £70 to make up for that. It also offered £200 compensation to recognise the inconvenience and upset caused to Mr L during his holiday.

Mr L wasn't satisfied with that response so came to the Financial Ombudsman Service. He's raised several complaint points including the following. Aviva had provided unclear information about his entitlement to a hire car. It failed to provide one until the evening before he was due to return home from his holiday. That left him stranded, in a rural location, with two young children. He feels £10 per day isn't enough to make up for Aviva failing to fulfil his entitlement to a hire car.

Our Investigator felt Aviva had already done enough to put things right for Mr L. As he didn't accept that the complaint was 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr L and Aviva have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

Mr L's policy has optional hire car cover. It seems Aviva eventually provided him with a car under this section of his cover. But from its notes it seemed to try to arrange one for him using 'credit hire' instead. There's been some discussion about why Aviva took so long to provide one. Its explanation in response to Mr L's complaint doesn't seem to tie up with its claim notes. Instead there seems to have been some sort of administrative error.

However, I'm not going to go get involved in a detailed analysis of exactly what wrong. It wouldn't make a difference to the outcome of this complaint as Aviva already accepts it

failed to provide a car when it should have. So I just need to consider if it's done enough to put things right for Mr L.

I accept Mr L's point that £10 per day isn't enough to pay for a hire car. But I don't think Aviva intended it to be. £10 per day is a figure sometimes used to cover additional costs resulting from being without a vehicle – it's often referred to as a 'loss of use' payment.

Mr L doesn't seem to have incurred any additional costs - for example taxi or bus fares. If he had I might require Aviva to reimburse them above the £10 per day it offered. I accept that Mr L was in an area with limited public transport and taxi services. However, I can only fairly require Aviva to reimburse him additional expenses he did actually incur because of its failure to provide him with a hire car. So I consider, in the circumstances, £70 to be a fair amount for Aviva to pay him to cover any loss of use of a hire car.

I accept there was also a non-financial impact on Mr L's holiday. I can understand it would be inconvenient and frustrating to be in a rural location without a vehicle – particularly with young children. I also acknowledge the unnecessary frustration and inconvenience he experienced with Aviva. It failed to fulfil its initial commitment to provide a hire car and provided Mr L with unclear information across several phone calls. However, I'm satisfied £200, in the circumstances, is enough to recognise the impact on Mr L. So I'm not going to require it to pay him anything extra.

### **My final decision**

For the reasons given above, I don't uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 23 April 2024.

Daniel Martin  
**Ombudsman**