

## **The complaint**

Mr A complains that Aviva Insurance Limited mishandled his claim on a motor insurance policy.

## **What happened**

The subject matter of the claim and the complaint is a car or SUV, first registered in 2015.

Mr A acquired the car. He insured it on a comprehensive policy with Aviva. Any claim for damage (other than to windscreen glass) was subject to an excess of £575.00.

Unfortunately, Mr A reported that in early October 2023, an incident had damaged the car.

Aviva said the car was a total loss.

Mr A complained to Aviva about delay and about its valuation of the car.

By a final response dated 9 November 2023, Aviva declined to increase its valuation of £4,625.00. Mr A asked us to investigate.

In early December 2023, Aviva told us that it had paid Mr A.

Our investigator didn't recommend that the complaint should be upheld. He couldn't say that Aviva had done anything wrong. He said that the guides provided values between £6,475.00 and £7,233.00.

Mr A disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that we overlooked a lot of the information he sent.

## **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.

### Courtesy Car

I would expect Aviva to provide a courtesy car for the duration of any repair. I wouldn't expect Aviva to provide a courtesy car if Mr A's car was a total loss, which it was. So I don't find that Aviva treated Mr A unfairly by not providing a courtesy car.

### Valuation

Aviva showed us a retail valuation from a trade guide as follows:

CAP	£6,410.00
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Our investigator found retail valuations from trade guides as follows:

Glass's	£6,560.00
Percayso	£6,849.00
Auto Trader	£7,233.00

Those figures are for a car of the same model, specification, age and mileage as Mr A's car as at October 2023.

However, those figures are for a car with no accident damage and for a car that hasn't previously been treated as a total loss.

Aviva has shown us engineer's evidence that before the incident in October 2023, Mr A's car had unrepaired impact damage, estimated at about £3,200.00. I recognise that in the context of an older vehicle it's not uncommon for such damage to remain unrepaired. So I find it fair to say that the damage wasn't detracting £3,200.00 - but rather about £1,600.00 - from the value of the car before the incident in October 2023.

Aviva has shown us an HPI check that includes the information that in December 2018 an insurer had treated Mr A's car as a total loss. So before the incident in October 2023, the car was already carrying the stigma of having been a previous write-off. I accept that, compared to a similar vehicle that had not been written off, it is fair to value Mr A's car at 20% less.

I've weighed up the top book value of £7,233.00 and the deductions for impact damage and the previous write off. Overall, I conclude that Aviva's final response figure of £4,625.00 was fair and reasonable.

I note that on about 6 December 2023, Aviva adopted a slightly higher figure of £4,652.80. Aviva deducted the policy excess of £575.00 and paid Mr A the balance of £4,077.80. I don't find that unfair.

#### Progress of the claim

I accept that Mr A has felt that Aviva was responsible for intentional delay and that certain of its agents were deliberately obstructing his claim.

I accept that there was a telephone call when an agent laughed. However, I don't consider that this was inappropriate at the time.

I've seen that Aviva asked Mr A for certain information and documents. I don't accept that Aviva ever said it wasn't going to meet the claim. And I don't consider that Aviva was responsible for any unreasonable delay in dealing with the claim.

I've noted that Aviva had to ask DVLA for the registration document, which it provided in late November 2023. And as I've said, Aviva paid Mr A on about 6 December 2023.

#### Conclusion

Whilst Mr A has found the process frustrating, I don't consider that Aviva has treated him unfairly. So I don't find it fair and reasonable to direct Aviva to do any more in response to this complaint.

**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 Mr A to accept or reject my decision before 6 March 2024.

Christopher Gilbert

**Ombudsman**