

The complaint

Mr K complains about how Aviva Insurance Limited handled the claim he made on his motor insurance policy. Mr K says he was denied a courtesy car and hasn't had his excess returned even though the claim wasn't his fault.

Aviva, as the underwriter of the insurance contract, is responsible for this complaint.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my decision.

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.

Mr K had a motor insurance policy with Aviva. He had a car accident on 23 June 2022 and reported this to his broker on 2 July. On 5 July, this incident was reported to Aviva. On the same date, Aviva declared Mr K's car a total loss and paid him the value of the car less his excess.

Mr K was unhappy he wasn't given a courtesy car under his insurance policy. Nor was he given a hire car under a separate credit agreement when he was referred by the broker to a third party, E, as it wanted to investigate liability first.

When Aviva responded to Mr K's complaint, it explained Mr K's car was a total loss and a courtesy car is only available under his policy whilst repairs to his car are being carried out. It confirmed the excess had been sent to Mr K. However, Aviva recognised it didn't clearly explain the process for Mr K to recover the excess as it incorrectly referred to using legal cover when this wasn't part of Mr K's policy. It apologised and offered Mr K £50 compensation.

Having checked the policy terms, I can see Mr K was only entitled to a courtesy car under his policy whilst his car was being repaired. His car was written off within three days of him notifying his broker of the accident. I don't therefore consider Aviva was reasonably or fairly required to offer Mr K a courtesy car.

In relation to the recovery of Mr K's excess, I find the offer Aviva made in addition to its apology to be a fair and reasonable resolution to the complaint.

I take onboard what Mr K said in response to the Investigators view about wanting this service to consider the complaint against his broker rather than Aviva. However, Aviva – as the underwriter of his policy - is the party responsible for Mr K's complaint about the courtesy car and excess. As the Investigator explained, a complaint about the broker - and any associated referral to E - would need to be set up as a separate complaint to this matter.

Mr K says he has been threatened, blackmailed and discriminated against. He also says he's been accused of money laundering and fraud. Mr K has been asked what made him feel this way and I can't see any further details about this have been provided. Even so, having looked at all the evidence I don't think Aviva has done so. Nor do I think Aviva has acted unfairly or unreasonably. I hope that it helps Mr K to know that someone impartial and independent has looked into his concerns.

My final decision

My final decision is I don't uphold this complaint so Aviva Insurance Limited doesn't need to do anything more to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 November 2023.

Rebecca Ellis
Ombudsman