

The complaint

Mr K has complained that Aviva Insurance Limited didn't meet all of the costs to repair his car following a claim he made under his car insurance policy.

What happened

In April 2019 Mr K contacted his insurer, Aviva to say that three weeks before a third party vehicle reversed into his car while stationary, causing damage to the front bumper. Aviva asked Mr K to send pictures of the damage for it to consider his claim. Mr K sent pictures in May 2019 – six weeks after the incident.

Aviva delayed dealing with the claim at this stage and in June 2019 Mr K chased Aviva for an update. He said the front bumper had come off as it had been loose since the incident. Mr K said he'd had to arrange repairs. He wanted Aviva to reimburse him to the cost of £1,753.02. These repairs including blending of the paintwork from the bumper to the bonnet and both front wings of the car.

Aviva's engineer said the incident related repair costs that were covered under the claim would have been £480.64 (minus the excess due). So this was the amount Aviva said it would pay to meet Mr K's claim.

Mr K didn't agree. And he said his garage told him that the engineer later agreed for Aviva to reimburse him in full for the repairs. Aviva disputed this. So Mr K complained.

Aviva paid Mr K £75 compensation for its delay in handling the claim. But it said its decision was correct. It offered for an engineer to inspect Mr K's car.

Mr K didn't accept Aviva's settlement offer and asked us to look at his complaint. He said the garage had agreed to carry out the repairs in June based on the estimate it provided in April 2019 free of charge – on the basis that Mr K would be reimbursed by Aviva and then pay the garage. Mr K said the garage was told by Aviva's engineer that the repair costs would be met. He said it's left him in the position of owing the garage and its charging him interest on the amount he owes.

Our investigator explained that Aviva didn't have a recording of the calls between the engineer and the garage. But based on its notes and discussions with the engineer, it had consistently said that not all repairs were incident related and so the repair costs it would pay would be no more than £480.64.

The investigator thought – on balance – that Mr K had arranged repairs before he contacted Aviva to make a claim. He said the invoice says the date of work was on 15 April 2019. He didn't think Mr K had given Aviva the opportunity to deal with the claim as it would if he'd contacted it as soon as the incident had happened – in line with the terms of the policy.

Mr K didn't agree. He said he wants an ombudsman 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.

Mr K said part of the delay in reporting the incident to Aviva was because he needed to report the incident to the police, and he had to do this a second time due to an error in the registration details of the third party vehicle.

The invoice provided by Mr K is dated 15 April 2019 and next to the date it reads “*date of work.*” The description of the work reads:

“carried out repair of front bumper complete and colour blend front bonnet NSF (near side front) + OSF (off side front) wing and bonnet.”

The invoice gave a price + VAT for the total work. So from the description on the invoice provided, it seems the work had already been carried out on 15 April 2019. This was before Mr K contacted Aviva to tell it about the incident. As the investigator explained, Mr K's policy with Aviva says he must tell it as soon as an incident occurs. This enables Aviva to arrange for an approved repairer to carry out incident related repairs if the claim is approved – and to investigate liability for the incident. I don't think the issues Mr K had with reporting the incident to the police prevented him from contacting Aviva sooner. So I don't think Aviva is responsible for all of the delay.

Mr K's policy will only cover incident related damage repairs to his car. The engineer's view from assessing photos provided by Mr K was that the blending repair work to the bonnet and wings was more than Aviva would have agreed to, had Mr K followed the claims process by contacting Aviva as soon after the incident as possible. The engineer carried out an estimate using an industry standard pricing tool which gave a breakdown for parts, paint and labour for the incident related damage. This came to £480.64.

Aviva asked Mr K's garage in September 2019 to provide a detailed breakdown of their costs – and it chased the garage for this information two weeks later but didn't receive a reply. And Aviva offered for an engineer to inspect Mr K's car post repair to consider the matter further. So I think Aviva took steps to properly investigate Mr K's complaint.

I understand Mr K says the engineer agreed Aviva would cover the repair costs in full. Aviva tried to obtain recordings of all the calls but as some were from a business mobile, this wasn't possible. However, from its discussions with the engineer and Aviva's notes, there isn't anything to show that the engineer made this agreement with the garage or Mr K.

I think Aviva is responsible for some delay. It received pictures of Mr K's car in May 2019 but didn't review them until he called a month later chasing for an update. For the delay it caused, I think Aviva's compensation payment of £75 is fair and in line with awards we give for similar circumstances.

I understand Mr K will be disappointed. But based on the information available, I think Aviva's offer to settle Mr K's claim is reasonable and in line with the policy. So I'm not asking it to do any more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 12 October 2020.

Geraldine Newbold
Ombudsman