

## **The complaint**

Mr S has complained about his motor insurer Aviva Insurance Limited as when he got his car repaired following its paintwork being damaged, he was charged an extra £250 excess.

## **What happened**

Mr S made a claim to Aviva when his car's paintwork was damaged. Aviva said he could select one of its repairers. But Mr S was concerned about his anti-corrosion warranty for the manufacturer which still had six years left to run. Aviva said its work shouldn't invalidate the warranty – but his dealer told him otherwise. Aviva said if he got the work done at a garage that wasn't on its approved list, his claim would be subject to a further £250 excess. Mr S felt caught between Aviva and his dealer. Whilst Aviva told him after his car was booked to go to the dealer for repair, that its garage would guarantee its repairs, that didn't reassure Mr S that his anti-corrosion warranty wouldn't be invalidated. Mr S used his dealer for the repair, his extra excess was deducted from the settlement Aviva paid and Mr S complained.

Other than offering Mr S £75 because it accepted it hadn't called him back when promised, Aviva wasn't prepared to do anything else. Mr S wanted the £250 extra excess refunded, so he complained to us.

Our investigator noted that Mr S's policy explains that where a warranty is in place, and Aviva completes a repair, it will take on the warranty for the remainder of the term. But also that Aviva hadn't highlighted that to Mr S when he raised concerns with it about the effect of a repair by Aviva's garage on his warranty. She said it should pay him the £250 excess amount deducted from the settlement.

Aviva said it didn't think this was fair as it had told Mr S that his warranty shouldn't be negatively affected by him using a non-manufacturer garage for repair. And that if he went ahead and used a garage of his choice, an extra excess would be charged. Which Mr S did, and it was. Aviva asked for an ombudsman's 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.

I think Aviva let Mr S down here. He came to it with a genuine concern which Aviva could have answered simply by referring him to his policy terms. Those terms, as our investigator noted, explain that, where Aviva completes repairs, it will, effectively, take on any remaining warranty liability that exists in respect of the area repaired. So it wasn't fair for Aviva to merely say to Mr S that his warranty shouldn't be affected. And whilst I note that in a later call Aviva told Mr S that it would guarantee its repairs, that wasn't really entirely pertinent advice either.

I also note that Aviva, in an email to Mr S, which it assures us was sent, did set out that warranties are often not affected by using non-manufacturer garages, as long as manufacturer approved parts and methods are used. But as I said above, that wasn't really

reasonable advice for Mr S in this circumstance (given the policy wording that could simply have been referred to). And I'm not sure he would really have paid that part of the email much attention anyway as it comes under a sub-heading that refers to what "*your finance company*" says about repairs. And Mr S's concern wasn't related to what his finance company, if indeed he had one, was saying.

I'm satisfied that if Mr S had been given more pertinent and accurate advice by Aviva, he'd have made a different decision about where to complete the repairs to his car. As such it stands to reason that Aviva can't reasonably keep the extra £250 excess charged against the settlement for his use of his choice of garage. I think it should refund this to him.

It can be frustrating when a call back isn't received when promised. But that isn't something I would usually award compensation for. And I note that Mr S's main concern here has been that he felt Aviva taking the extra excess was unfair. In the circumstances I'm satisfied that requiring Aviva to pay this back is a fair and reasonable remedy to the complaint Mr S has made. I'm not going to award him compensation on top – he was caused some minor frustration by Aviva's decision, but it didn't stop him being able to repair his car.

### **Putting things right**

I require Aviva to pay Mr S £250 as reimbursement of the extra policy excess it deducted from his claim settlement.

### **My final decision**

I uphold this complaint. I require Aviva Insurance Limited to provide the redress set out above at "*putting things right*".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 March 2022.

Fiona Robinson  
**Ombudsman**