

The complaint

Mr M complains Aviva Insurance Limited damaged his car when collecting it following a claim on his motor insurance policy.

Other companies have been involved in this complaint, but as Aviva are responsible for it, I've just referred to them in this decision.

What happened

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant elements below, and they form part of this final decision.

Following an incident in which Mr M's car was damaged it was collected by Aviva. After he'd been told repairs had been completed, he went to collect the car but found the body, sides and roof of the car were covered in deep scratches which he says weren't there before.

He was offered £225 by Aviva. But he disputed that. Aviva then got a quote from one of their approved repairer's – which said the cost would be £1,521.85. Aviva said one of their engineer's considered this, and felt the estimate was quite excessive, and a reasonable cost would be £826.19. Aviva also offered a total of £200 compensation for the errors made.

Unhappy with Aviva's offers, Mr M asked us to look into things. During this time, Mr M got another quote from a manufacturer's approved repairer, who quoted £2,658.13 for the repairs.

One of our Investigators looked into things – and said Aviva hadn't treated Mr M fairly. He felt awarding the full £2,658.13 for the repairs, along with the £200 compensation Aviva had already awarded, was a fair outcome to the complaint.

Mr M accepted this, but Aviva didn't. They asked if we'd checked whether this quote was fair, given how much more it is than the previous quote of £1,521.85 which their engineer also thought was excessive. So, the complaint was passed to me to decide.

Prior to considering Mr M's complaint, I arranged for us to ask some further questions.

To Mr M, we asked who had physically inspected his car – he said Aviva hadn't, but the manufacturer's repairer who quoted £2,658.13 had. He said he asked Aviva's approved repairer for an estimate – but he didn't say whether they'd physically inspected the car.

From Aviva, we asked:

- Had they got quotes from any other approved repairer's? They said they hadn't.*
- Had their engineer physically inspected the car? They said they'd reviewed Mr M's estimate, and images – adding it's not always necessary to inspect a car in person.*
- Why was the quote of £1,521.85 too high, when it was provided by one of their approved repairer's? No reply received to this question.*

- We also said it's not completely clear why Aviva didn't agree with the quote of £2,658.13 – and asked them to comment on it. Aviva provided engineer's comments where they said they thought this quote included parts not required – and suggested they stick with their cash in lieu offer of £1,521.85.

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.

Aviva have accepted they're responsible for the damage to Mr M's car – so the key question for me to decide is what quote I think is a fair and reasonable one for them to pay.

I can see our Investigator felt Aviva should pay the higher quote – for reasons I'll go on to explain though, I think a different approach would be fairer.

Here, I've got three different amounts quoted for the repairs:

1. £826.19 – the amount Aviva's engineer said it should cost (after reviewing the £1,521.85 quote)
2. £1,521.85 – the amount Aviva's approved repairer said it should cost
3. £2,658.13 – the amount Mr M's manufacturer's garage said it should cost

I've noted Aviva's engineer said they should stick with their offer of £1,521.85 – but the offer they made was £826.19 – after saying the higher of these two offers was too much.

I asked for clarification of why the £1,521.85 quote was deemed too much – given this was one of Aviva's approved repairer's who'd said this is what it'd cost. No response was received to this question. Given that, I'll set the £826.19 quote aside as I'm not sure it'd be a fair one.

The £1,521.85 quote repairs one wing mirror and replaces the other – the £2,658.13 quote replaces both. I've focused on the wing mirrors as they account for a large proportion of the difference – but I have also noted Mr M paid for paint protection when he bought the car at £375 – and his quote of £2,658.13 also applies paint protection to a manufacturer's approved standard.

Realistically, I can't be certain based on the information I've got before me, which of these two quotes would be required to put the car back to a standard Mr M wants. In thinking about this, I can't ignore that Mr M didn't cause this situation – one of Aviva's approved repairers did. So, I think this means Mr M should have more options than I might otherwise suggest.

As standard, I think Aviva should pay Mr M the £1,521.85 figure. If Mr M then chooses to get his car repaired – and pays more than this, Aviva should also then (upon receipt of appropriate evidence) pay Mr M up to the £2,658.13 figure.

I think this creates a fair outcome, where Aviva are required to pay up front what I consider to be a fair amount for the issues they caused – and pay a further amount if Mr M incurs those costs.

I also need to think about compensation. Aviva awarded £200 – which I can see our Investigator thought was fair. But, I think a higher amount would be more appropriate. I say that because Mr M has been put to trouble for a considerable period of time as a result of Aviva's actions here. He's now going to arrange his own repairs, leading to further

inconvenience – so I think £350 is a fairer reflection of the distress and inconvenience caused to Mr M.

Responses to my provisional decision

Mr M replied and said he thought I'd reached a fair outcome.

Aviva said they'd provided everything they could and outlined their stance.

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 Mr M accepted my outcome, and Aviva didn't provide anything further for me to consider, I've seen no reason to change the outcome I reached. I've set out below what I think Aviva should do to resolve this complaint.

Putting things right

I require Aviva to:

- Pay Mr M £1,521.85
- Pay any further amounts, up to £2,658.13, upon production of appropriate evidence of repairs to Mr M's car
- Pay Mr M £350 compensation

My final decision

For the reasons I've explained above, I uphold this complaint, and require Aviva Insurance Limited to carry out the actions in the "Putting things right" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 June 2022.

Jon Pearce
Ombudsman