

The complaint

Ms B complains about the repairs Aviva Insurance Limited (Aviva) arranged following an accident she had when she was driving, under her motor insurance policy.

What happened

Ms B says she collided with a parked car when reversing off her driveway. She accepts that she was at fault. She made a claim to Aviva and it arranged for the repairs to be carried out. When the car was returned Ms B noticed that a scratch from the accident hadn't been repaired. She was told it would be arranged for the scratch to be, "buffed out".

When driving the car Ms B also noticed the left indicator wasn't working properly. She contacted Aviva and an engineer visited her the next day. He repaired the indicator, which was due to a blown bulb. Ms B says the engineer indicated this wasn't related to the accident, which she disputes.

After chasing, Ms B says the car was returned to the garage about two weeks later to repair the remaining scratches. Ms B says she was provided with a larger hire car than she expected and wasn't happy that she was advised there would be a £500 excess on the vehicle, which required her to provide her credit card details.

The car was returned a few days later with the scratch still there. Ms B was told it couldn't be polished out, but it wasn't part of the repair the garage had been instructed to perform. Ms B complained to Aviva.

Aviva says the scratches to the rear quarter panel weren't incident related. Its garage had offered to buff out the scratches but, as this wasn't possible it wasn't able to cover the cost of the repair. It apologised that it told Ms B a field engineer would inspect the damage when this didn't happen. But it says it didn't think a further inspection was necessary.

Aviva says its hire car company provided an upgraded vehicle as it had no smaller cars left. It says the company offers optional extras to customers such as the excess cover Ms B was told about. It says it can't stop the company offering these extras, but they are optional for customers to choose. It offered £75 compensation for setting expectations incorrectly and for the inconvenience with the hire car being larger than Ms B expected or wanted.

Ms B wasn't satisfied with this outcome and referred her complaint to our service. Our investigator didn't uphold her complaint. She says Aviva's engineer advised the scratches weren't near the incident related damage on the rear bumper. She thought it was fair to offer to buff out the scratches, but that Aviva wasn't responsible for these repairs. She says £75 compensation was reasonable to acknowledge the issue with managing Ms B's expectations.

Ms B disagreed with this outcome and asked for an ombudsman to consider her complaint.

It's been passed to me to decide.

I issued a provisional decision in October 2022 explaining that I was intending to uphold Ms B's complaint. Here's what I said:

provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My remit here is to consider whether Aviva behaved reasonably when arranging for the repairs to Ms B's car. We expect an insurer to arrange for effective repairs to be carried out in a timely manner once a claim is accepted.

I can see that Ms B refers to an initial delay in having her car booked in with the garage because of the Covid-19 pandemic. But once it was booked in her car was collected and she was left with a hire car. The garage returned the car the following day having completed the repairs, which I think is reasonable.

Aviva's engineer offered to have the scratches buffed out. It took a further two weeks for the car to be collected again. It wasn't until the garage inspected the scratches it decided this wasn't part of the original repair and found that some of the scratches couldn't be buffed out and would require painting.

I've read the notes provided by Aviva. This includes reference to the indicator repair and the scratches. With respect to the indicator – it says the bulb had blown, but that it had been checked and was working when the car was returned to Ms B. However, it says the scratches were, "no-where near the incident damage on the rear bumper". The notes also say that the garage has images of the vehicle when it came on site and the scratches were present then.

Ms B says that the scratches were present on her car when it arrived at the garage, because this was part of the damage caused in the accident. I've thought about this point. I don't think the images taken by the garage show the damage wasn't caused by the accident. But it does show that the damage wasn't caused whilst the car was in the garage.

I've seen the photos provided by Ms B. These show the scratches she has complained of. However, as they were taken very close into the car I couldn't clearly identify where on the car the scratches were located. I asked Ms B if she could provide more photos taken from further away. I also asked Aviva for the images it had and an engineer's report showing where on the car the damage was located.

Ms B provided more photos of the scratches. From these I can see that the scratches are located just above and to the rear of the passenger side rear wheel. Aviva didn't provide any new photos. It did provide an engineer's report. Under the heading "vehicle condition", it says:

"Damage areas: F Left Hand Rear

Impact: From F Left Hand Rear to G Left Hand Side."

There's no diagram showing where on the car the damage occurred. But I note the "Repair Information" section of the report refers to "wheel arch mouldings" as having been included as part of the repairs.

Ms B maintains that this part of her car was involved in the collision. I have no reason to dispute her recollection and so it's possible some damage was caused to this area at the time of the accident.

When Aviva contacted its garage, it was told the scratches were nowhere near the accident damage on the rear bumper. But I can't be sure this is accurate based on the information I've seen. I have no reason to doubt Ms B's recollection that there was damage caused to this section of the car. And the report provided by the garage indicates repairs were carried out to the area where the scratches complained about are located.

In circumstances where the evidence isn't clear I must make a decision based on the balance of probabilities. That is what I think most likely happened based on the information and testimony provided. I don't think Aviva has clearly shown that the scratches weren't caused during the accident. The wheel arch mouldings are positioned close to where the scratches are located. So, I think it's fair that the business arranges for the repairs to be carried out.

I've thought about the impact this has had on Ms B. It's clearly been frustrating for her that her car still has scratched paintwork, and she has been inconvenienced by the ongoing contact with Aviva when attempting to have the repairs completed. In the circumstances I think £150 in total, represents fair compensation for these issues. This includes the £75 she has already received.

I said I was intending to uphold Ms B's complaint and Aviva Insurance Limited should:

- arrange a suitable time for the scratches on Ms B's car to be repaired; and
- pay Ms B a total of £150 compensation for the inconvenience and frustration she was caused.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Aviva responded to say that it accepted the provisional decision but felt it would be better for Ms B to obtain estimates from her own choice of garage for it to agree to pay.

Ms B responded to say she accepted the provisional decision but asked if the repairs could be carried out at a garage of her choice.

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 have decided to amend the remedy slightly to reflect that both parties agree to the repairs being undertaken at a garage of Ms B's choice. Ms B should provide an estimate for Aviva to agree the reasonable cost of the repairs. Otherwise, as both parties accept my findings my final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that Aviva Insurance Limited should:

- pay the cost of the scratches to be repaired on provision of a reasonable estimate; and
- pay Ms B a total of £150 compensation for the inconvenience and frustration she was caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 14 December 2022.

Mike Waldron
Ombudsman