

The complaint

Mr B has complained about the quality of repairs carried out to his car when he made a claim under his car insurance policy to Aviva Insurance Limited. He's also unhappy that damage was missed, and if it had been included in the first estimate for repairs, his car would have been written off. Mr B remains unhappy with the rectification repairs.

What happened

Mr B made a claim to his insurer, Aviva for damage to his car. Aviva arranged for an approved repairer (AR) to carry out repairs. Mr B is unhappy with the quality of the paintwork. This has been rectified but Mr B remains unhappy with it.

In December 2022 Aviva upheld Mr B's complaint in part. It accepted that further rectification repairs were needed, but that the paintwork had been signed off by a dealership garage as acceptable. For the distress and inconvenience caused by requiring (non-paintwork related) rectification repairs, Aviva paid Mr B £200 compensation.

Mr B disagreed and asked us to look at his complaint. Our Investigator thought Aviva had done enough in relation to the repairs. But he found that it had caused avoidable delays and provided a poor service which Mr B should be compensated for. He recommended Aviva pay Mr B a further £350 compensation for the distress and inconvenience caused.

At this stage, Mr B's car remained on site at the AR while he had use of a courtesy car.

Mr B asked if he could arrange for an independent review of the works. Aviva agreed and accepted the Investigator's view. The AR said Mr B could either have an inspection carried out on their site, or he could take his car to an independent inspector and return the courtesy car

Mr B told the Investigator that he isn't able to arrange an independent review of his car. He says he will have to take it back, but he doesn't accept that the repairs are satisfactory.

So Mr B would like 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.

It's clear that there has been back and forth in Aviva's decision as to whether it was economical to repair Mr B's car. The final costs including rectification repairs mean it would have been reasonable for Aviva to have settled the claim as a total loss.

However, with the repairs to the paintwork having been signed off as to an acceptable standard by an independent dealership garage, I can't say that Aviva should change the way it has settled Mr B's claim.

I understand Mr B's current circumstances mean he isn't able to arrange for an independent inspection of his car. But as there isn't enough for me to say the paint repairs haven't been properly rectified by Aviva, it is for Mr B to show that his car hasn't been properly repaired.

I think Aviva caused Mr B distress and inconvenience over and above what would be reasonable when having to deal with a claim. Mr B's car was returned to the AR a number of

times for rectification repairs. I think the compensation Aviva paid of £200 for the missed damage goes some way to put things right. But I think a fairer outcome is for Aviva to pay a further compensation award of £350, which Aviva has agreed to pay.

My final decision

My final decision is that I uphold this complaint in part and require Aviva Insurance Limited to increase the compensation award it pays Mr B by a further £350 for the distress and inconvenience caused, bringing the total award to £550.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 July 2023.

Geraldine Newbold
Ombudsman