

The complaint

Miss M complains that Aviva Insurance Limited is responsible for damage in connection with a claim on her motor insurance policy.

What happened

The subject matter of the claim and the complaint is a car made by a Japanese manufacturer and first registered in September 2020. Miss M had the car from new. The manufacturer gave a warranty on the car.

For the year from late April 2021, Miss M had the car insured on a comprehensive policy with Aviva.

Unfortunately, in late May 2021, a third party accidentally damaged the driver's side of the car. Miss M contacted Aviva, who arranged to have the car repaired between late June and early July 2021.

In late September 2021, Miss M took the car to a dealership franchised by the manufacturer, for its first service. By that time, the car had an intermittent fault with the front parking sensors.

In November 2021, the car's front parking sensors stopped working completely. Miss M took the car back to the dealership. The dealership traced the fault to a connector or plug behind the front bumper.

The manufacturer declined to fix the issue under the warranty.

In early February 2022, Miss M complained to Aviva that its repairer had caused the fault.

She got a diagnostic report from the dealership and sent it to Aviva.

By a final response dated mid- January 2023, Aviva said it would review the complaint on receipt of a clear copy of the diagnostic report and supporting images. Aviva accepted some delays and other shortcomings in its service, for which it offered £350.00 compensation, in full and final settlement.

Miss M asked us to investigate.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. He thought that the diagnostic report showed that a non-manufacturer part had been fitted incorrectly which had resulted in firstly an intermittent fault and then complete failure. He thought that there had been avoidable delays in the claim and repair process which had caused Miss M some inconvenience. He recommended that Aviva should:

1. arrange for Miss M's vehicle to be repaired; and

2. pay Miss M compensation of £350.00.

Miss M received a cheque for £350.00 from Aviva.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Miss M and to Aviva on 2 June 2023. I summarise my findings:

It was the repairer who caused the intermittent fault and then a permanent failure of the parking sensors.

A major part of the impact had been Miss M's concern that the parking sensor fault (and the manufacturer's refusal to rectify it under the warranty) would diminish the part-exchange value of the car when she planned to replace it with a new one in about September 2023.

Also, Miss M had spent almost two years driving the car without being able to rely on front parking sensors. She had had to take the car back to the dealership on multiple occasions. And she had had to have difficult communications with the dealership and with Aviva.

I'd thought about how best to preserve the part-exchange value of the car without causing further inconvenience to Miss M during the rectification work. I was minded to direct Aviva to pay for the rectification upon Miss M making the car available to the dealership (including by way of part exchange by 30 September 2023).

Aviva's offer of £350.00 was for delays and other shortcomings in its service. It didn't include the impact of the repairer's damage and its unsuccessful repair.

Subject to any further information from Miss M or from Aviva, my provisional decision was to uphold this complaint in part. I intended to direct Aviva Insurance Limited to:

1. pay for a dealership franchised by the car manufacturer to do all that it recommends to rectify the fault with the front parking sensors of Miss M's car upon Miss M making the car available to the dealership (including by way of part exchange by 30 September 2023); and
2. pay Miss M – in addition to its payment of £350.00 – a further £150.00 for distress and inconvenience.

Miss M had nothing to add in response to the provisional decision.

Aviva had nothing to add in response to the provisional decision.

So I see no reason to change my view.

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.

Much of the complaint concerns the acts or omissions of Aviva's repairer. I hold Aviva

responsible for those acts or omissions.

I find it unlikely that the manufacturer had used a non-standard plug when it built the car. So I find it unlikely that the manufacturer caused the parking sensor fault when it made the car.

Miss M didn't report any fault between getting the car in September 2020 and the accident in May 2021. I accept her statement that the parking sensors only began to fail after the accident and repair.

At that time, the vehicle mileage was under 5,000. And the car was only about eight months old. So I find it unlikely that anyone had done any work behind the bumper before the repairer did so.

It's common ground that the repairer removed the bumper and later replaced it. Whilst Aviva says that this wouldn't damage the multi-plug, I find that the repairer handled the bumper carelessly and caused damage to the plug.

I accept that the repairer tried to put that right and believed that it had succeeded. I've noted that the repairer had a report dated 9 July 2021 which listed a number of systems that were "OK".

From the later diagnostic report, I find that (by November 2021) the plug and its wiring were of a colour that did not match other models of the same make. I find it likely that this was the result of the repairer's damage and its unsuccessful repair. I conclude that it was the repairer who caused the intermittent fault and then a permanent failure of the parking sensors.

I've thought about the impact that this has had on Miss M.

A major part of the impact has been Miss M's concern that the parking sensor fault (and the manufacturer's refusal to rectify it under the warranty) would diminish the part-exchange value of the car when she plans to replace it with a new one in about September 2023.

Also, Miss M has spent almost two years driving the car without being able to rely on front parking sensors. She has had to take the car back to the dealership on multiple occasions. And she has had to have difficult communications with the dealership and with Aviva.

The repairer's damage and its unsatisfactory and unsuccessful repair caused all of that impact in my view.

Putting things right

I've thought about what's fair and reasonable to direct Aviva to do to try to put this right for Miss M, while causing her minimum further inconvenience.

I find it fair and reasonable to direct Aviva to pay for a dealership franchised by the car manufacturer to do all that it recommends to rectify the fault with the front parking sensors of the car.

I've thought about how best to preserve the part-exchange value of the car without causing further inconvenience to Miss M during the rectification work. I will direct Aviva to pay for the rectification upon Miss M making the car available to the dealership (including by way of part exchange by 30 September 2023).

Aviva's offer of £350.00 was for delays and other shortcomings in its service. It didn't include the impact of the repairer's damage and its unsuccessful repair. Taking into account Aviva's

recent payment of £350.00, I find it fair and reasonable to direct Aviva to pay Miss M a further £150.00 to make a total of £500.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Aviva Insurance Limited to:

1. pay for a dealership franchised by the car manufacturer to do all that it recommends to rectify the fault with the front parking sensors of Miss M's car upon Miss M making the car available to the dealership (including by way of part exchange by 30 September 2023); and
2. pay Miss M – in addition to its payment of £350.00 – a further £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 12 July 2023.

Christopher Gilbert

Ombudsman