

The complaint

Mr W has complained about the way Aviva Insurance Limited handled his claim for the repairs to his van under his Mini Fleet insurance policy.

Mr W is represented by Miss W.

What happened

Mr W's van was damaged in an accident in May 2022. He made a claim under his policy and Aviva arranged for his van to be repaired at one of its approved repairers. Mr W wasn't happy with the standard of the repairs and complained to Aviva about this. In the meantime Mr W bought a replacement van (in June 2022) and said he wanted the van insured under the policy to be written off.

Aviva's engineer said the repairs to the insured van had been carried out to an acceptable standard. But when Mr W said he did not agree, Aviva appointed an Independent Motor Engineer to check the repairs. He agreed with Mr W's view that the repairs had not been carried out to an acceptable standard. And he provided a report to Aviva stating this and setting out the rectification work required.

The rectification work was completed in December 2022. However, it doesn't seem Aviva told Mr W this until February 2023. And when an MOT was carried out on the van after the rectification work had been completed, it failed due to a number of major issues not related to the repairs.

Mr W actually asked us to consider his complaint in November 2022. When he did this he mentioned being without his van had affected his business because he advertised through the signage on it. He also said Aviva had not taken into account his disability when communicating with him, despite being aware of it.

We spent some time trying to establish whether Aviva had issued a final response on Mr W's complaint and in obtaining information from both Miss W and Aviva. And we didn't actually start investigating Mr W's complaint until May 2023. One of our investigators issued her assessment of it in August 2023. She said that Aviva had arranged for the rectification work required to Mr W's van to be completed in December 2022 and that there was no evidence to suggest these hadn't been completed to an acceptable standard. However, she did note the unsatisfactory repairs and poor communication by Aviva had caused avoidable delays to Mr W's claim. And she explained that she thought Aviva should pay £600 in compensation to reflect the distress and inconvenience this had caused Mr W. She also noted Mr W's policy said Aviva would provide him with a courtesy vehicle at no cost to him. And she said that - in view of this - it should refund the £150 he paid to have a hire van.

Aviva agreed with our investigator's assessment. But Mr W didn't. He's said, via Miss W, that he doesn't believe Aviva has been completely honest about what has happened, as it made no effort to contact him or Miss W to rectify the matter. Mr W would like an independent engineer to assess the insured van, as at no point have Aviva told him it is ready for collection. Miss W has also said Aviva have not addressed any of the injuries Mr W suffered

in the accident giving rise to the claim. She's also said that she and Mr W have found themselves very isolated for something that wasn't Mr W's fault. Miss W has also said there was 'no pre-MOT because Mr W's van had failed'. And she has pointed out Aviva could not track down the lady who hit Mr W.

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 I should say first of all that the complaint Mr W asked us to consider in the complaint form he completed was about the poor standard of the repairs to his van and the problem he had communicating with Aviva. And when he submitted this form to us in November 2022 he said to resolve it he'd like his van written off. In view of this, I have not considered Miss W's points on behalf of Mr W about Aviva's handling of the claim against the third party. If Mr W wants to complain about this, our investigator can explain the process to him if needed.

It is clear from the information provided by Aviva that its approved repairer did not repair Mr W's van properly in the first instance. But the evidence suggests that it eventually carried out the rectification work required and that Aviva told Mr W his van was ready for collection in February 2023. I appreciate Miss W has said Mr W didn't hear anything from Aviva after November 2022, but I'm satisfied from the contact notes it has provided that Aviva did speak with him in February 2023 and told him the rectification work had been completed. And that it said it could arrange for the van to be delivered back to him as the MOT had expired and it had failed the MOT test the repairer had arranged. It seems Mr W raised concerns and suggested the van should have been tested prior to the MOT being carried out. But none of the reasons the van failed its MOT had anything to do with the repairs to it, so there was no reason for the repairer to do any sort of pre-MOT check.

In view of this, I agree with our investigator that Aviva do appear to have rectified the problems with the repairs to Mr W's van. And that it told him about this – albeit – well after the work had been completed. So, it seems it was Mr W's decision not to have his van back and I can't see any reason based on the evidence available why it needs to be written-off. If Mr W gets his van back and thinks it still hasn't been properly repaired, he'd need to raise this with Aviva. And if he is not satisfied with its response he can then raise a new complaint about this.

I also agree with our investigator that the standard of Aviva's communication was poor and that this and the original problem with the repairs caused him significant distress and inconvenience. Having said this, as Mr W had a hire van and decided to buy a new van in June 2022, he was not without a vehicle for his business. And, although I appreciate Mr W's business may have been affected to some extent by the fact his van was off the road; as the signage on it advertised his business, it would be very hard to quantify the impact of this. I also note that the majority of Aviva's written communication was with Miss W. This means that whilst I accept it could have done much better with its communication, I don't think the impact was as significant on Mr W as it would have been if he had been communicating in writing with Aviva personally.

In view of what I've said, I'm satisfied the £600 in compensation for distress and inconvenience recommended by our investigator is fair and I am pleased to note Aviva agrees.

I have noted Mr W's policy entitled him to a courtesy van whilst his was off the road. Although, it is a little unclear on what size this would have been. I say this because Aviva has suggested it would have been a small van, but there is reference in the policy to it being

one of 3.5 tonnes. However, Aviva referred Mr W to a third party company to provide a van and claim the cost back from the driver of the vehicle which hit Mr W's van. As a result of this he had to pay what seems to have been some sort of collision damage waiver fee to the hire company. This wouldn't have been necessary if Aviva had arranged a courtesy van. But I'm pleased to see Aviva has also agreed to refund the £150 Mr W paid. And I agree with our investigator that it is fair for it to do so.

Putting things right

For the reasons set out above, I've decided to uphold Mr W's complaint and I consider the fair and reasonable outcome to it is for Aviva to pay him £600 in compensation for distress and inconvenience and £150 to cover the cost to him of having a hire van.

My final decision

I uphold Mr W's complaint about Aviva Insurance Limited and order it to pay him £750.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 November 2023.

Robert Short
Ombudsman