

The complaint

Mr W has complained that Aviva's approved repairers took a significant length of time to repair his car under his motor policy following an accident.

What happened

Mr W was involved in an accident on 23 February 2023. His car was then taken to a garage and the repairs started. Mr W didn't get his car back fully and properly repaired until 8 August 2023.

Throughout that time Aviva's approved repairers via its agents who were managing Mr W's claim initially, constantly said they needed further parts to repair his car, or the parts ordered were wrong. Then the approved repairers returned his car when there were still faults, more than once. Mr W was given of total six different courtesy cars throughout this period.

Eventually Aviva's engineer sent Mr W's car to another repairer and finally Mr W's car was fixed.

Mr W said the entire experience was incredibly stressful to the extent he needed to see his doctor and was prescribed medication. He has provided evidence that he made a total number of 41 calls to the approved repairers or Aviva and that excludes any calls to 0800 numbers for both the repairers and Aviva and its agents which he also made in addition. Aviva accepted his experience was well below the standard he should have received and apologised. And it paid him £500 compensation. At that time Mr W still hadn't had his car returned so he brought his complaint to us.

The investigator ultimately suggested once the car was fully repaired and back with Mr W that Aviva should pay a further £200 making the total £700 compensation. Aviva agreed with this, but Mr W didn't think it was sufficient. So, Mr W's complaint has been passed to me 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.

Having done so I'm upholding this complaint along the same lines as those of the investigator. I'll now explain why.

First, I do appreciate Mr W will be very disappointed with my decision and I do understand that.

Mr W has also now raised issues concerning his difficulties in getting a better priced premium for his car insurance which he said he couldn't avail of because his car was still being repaired and he obviously couldn't switch insurers. This matter has not been brought up before so in this decision I can't deal with it. I do understand this will be frustrating for Mr

W but under the rules by which I'm permitted to operate, I can't adjudicate on any issue the business hasn't already considered first. And this is one of those. If this matter remains an issue for Mr W, then he needs to raise it with Aviva first and if he remains dissatisfied with its response on the matter, he can bring that complaint back to us.

Now turning to the matters that I can consider in this decision, there is no dispute that the service and experience which Mr W had in making his claim to have his car repaired following an accident was exceptionally poor. Aviva itself has acknowledged this to Mr W. It said the following on 16 June 2023:

'Thank you for the call today, and I am so terribly sorry for all the issues you've had during this time. It's quite unbelievable. I'm sorry I have not communicated sooner, typically I would get involved towards the end of a repair/claim, if I had known sooner you were facing these diabolical issues, I would have stepped in. Saying that I'm happy to hear that they are relatively close to having the car completed and handed back. At least they are being more open about it all. I will personally be taking the issues you have had back to [Aviva's agents who dealt with the approved repairer] and the garage, as to be honest if a garage asks this way do we really want them to be ultimately representing us. As for [Aviva's agents who dealt with the approved repairer] I will reach out to them and discuss. If in your spare time you could email me back perhaps in writing the issues you have faced, I could add that to the file and it would help, but if you feel that it may be too hard, I would totally understand. Also, I have added my name to the subject bar so when you respond I can find it easier. Speak on Monday!'

It still took some time for Mr W to get his car back fully repaired, as he didn't get it back until 8 August 2023. But at this stage it's clear to me that Aviva could see his experience fell well short of what he should have experienced. The final response letter was issued on 19 June 2023 where it included the payment of £500 compensation for Mr W's experience but only up to this point in time.

I consider this amount of compensation at this stage in Mr W's claim to be about right, and very much in line with our stance on this issue, which can be read in more detail on our website. Compensation is not about fining businesses when things go wrong, it's about compensating consumers for bad service.

Aviva did manage to keep Mr W in a courtesy car throughout. I appreciate he had six different cars due to the fact the approved repairers said his car was ready, when it wasn't, and so the courtesy car got taken back and that one car was unsuitable given his health issues so that had to be changed. But it remains very significant that nonetheless Mr W was kept mobile in a car. Therefore, there was no loss of a car throughout his experience. This does lessen Mr W's inconvenience substantially.

So, I consider this £500 compensation to be in the right ballpark figure and it's very likely had Aviva not paid this compensation at this stage of Mr W's experience, I would have judged the figure to be around £500 here too. Aviva isn't to blame for the accident occurring, which is always stressful, upsetting and distressing and it's often hard to separate the stress and inconvenience of that as against the claims experience, even a claims experience as difficult as Mr W's has been.

However, Mr W's claims experience didn't end in June 2023, it went on to 8 August 2023.

The investigator suggested a further £200 compensation for this time-period, which again I consider is in line with our stance. It means Mr W will end up having a total of £700 compensation for this very poor claim's experience. Our stance on compensation as detailed

on our website indicates that an award of over £300 and up to around £750 might be fair where the impact of a mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. All the calls Mr W had to make plus all the different courtesy cars being changed when the approved repairers kept saying his car was fixed when it wasn't, does amount to a considerable distress, upset, and worry. And it required a lot of extra effort to sort out.

Therefore, I consider this amount of compensation is at about the right level. And Aviva has agreed to this. I've also taken note of the fact that Mr W said he had to attend his doctor given the stress of all this and that some medication was prescribed. Whilst I don't have any evidence of this, the fact that Mr W said it happened is taken into account in my assessment and Mr W should not feel it's been ignored.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint for further compensation only.

I now require Aviva Insurance Limited to pay Mr W a further £200 compensation in addition to the £500 already paid ensuring that Mr W receives a total of £700 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 November 2023.

Rona Doyle
Ombudsman