

## The complaint

Mr and Mrs H have complained about the delay in repairing a van insured under their Motor Insurance policy with Aviva Insurance Limited. They've also complained about the fact the repairs were not completed to an acceptable standard and the impact this and the delay has had on Mr H's business.

## What happened

Mr and Mrs H's van was damaged in an accident in July 2022. They made a claim under their policy and agreed the van could be repaired by one of Aviva's approved repairers, who I will refer to as E. Mr H took the van to E for repair on 2 August 2022. He's said he was told the repairs would take three weeks. Mr H has said he checked with E for an update after around three weeks and was told they were waiting for a part. Mr H has said that at the beginning of September 2022 he was then told that the repairs had been completed and he could collect his van. Only to then be contacted and told the van wasn't ready, as it needed a re-spray. He has further explained, he was then contacted and told it would be ready for collection on 27 September 2022. When he went to collect the van Mr H wasn't happy with the standard of the repairs and raised some issues with the manager at E. The manager said they'd sort the problems and the van would be ready by the end of the week. Mr H has said he then went back to collect his van on 30 September 2022. And that when he did he noticed E had not replaced the inner door seal and driver-side wind deflector and that the rear bumper was not aligned. E told him it would let him know as soon as the missing parts were in and sort the issues out once they were. E also pointed out other bits it had rectified, but Mr H has explained it was an overcast day and he could not assess the standard of the work properly because of this. So he left with his van, but wasn't satisfied with it.

Mr and Mrs H complained to Aviva about the problems they'd had at the beginning of October 2022. And it issued a final response letter addressing their complaint about the delays and offered £125 in compensation for the poor service they'd received. But Mr H has said they never actually received this compensation. Mr H has said about three weeks later when he was cleaning the van he noticed the following further defects with the work carried out by E:

- On the side panel to the van (drivers side) a line in the paint work is visible that looks like a midway finish line during spraying.
- On parts of the respray there are parts that look like they were over sprayed, which gives the appearance of "orange peel".

Mr H has said that both these faults can only be seen at certain angles when you look at the van, and in good light conditions. It's difficult to see this in a photo as you mostly get a reflection.

- On the roof of the van there is a row of orange dots which look like rust, which has been painted over with a clear coat. This appears to Mr H to be where E joined the new panel to the roof of the van. Mr H thinks this could give rise to a serious issue of corrosion in the future.

- There is also a very unfinished (bumpy) join on the inside lip along the top of the van. In Mr H's opinion this should have been sanded and filled before being sprayed.
- There is over-spray on the rear door of the van from the work E has done giving a flat finish to part of the door.

Mr H has said he went back to E at the end of October 2022. At this time the office staff said no-one was available, but the manager would contact him by the following Wednesday. However, he didn't hear anything further from E. So, he complained to Aviva about the abovementioned issues in December 2022. And it was only when he and Mrs H submitted their complaint to us in January 2023 that they received a further letter from Aviva offering a further £125 in compensation. And it seems from what Aviva has said that it checked with E and was told it had rectified any issues with the repairs. And Aviva's offer of £125 was compensation for the further problems Mr E had experienced.

One of our investigators then considered Mr E's complaint. In her first view on it she said Aviva should pay a further £150 in compensation for the poor service provided to Mr and Mrs H. This was on the basis that Aviva had said the problems with the repairs to Mr H's van had been rectified. Mrs H responded to the investigators view and pointed out the repairs hadn't been rectified. The investigator asked Mr and Mrs H to explain why Mr H hadn't taken the van back to E for the rectification work to be carried out. She also asked why he hadn't obtained a quote for it. Mr H replied to say he hadn't been able to get a quote and asked for a couple more weeks to obtain this.

The investigator then issued a second view on the complaint in which she said Aviva should still pay a further £75 in compensation for the initial delays with the repairs. She also said Mr H should provide two quotes for the work required to rectify the poor repairs by E and that Aviva should provide a cash settlement to him based on these estimates to enable him to have this work carried out. And she said the £125 Aviva had offered in compensation for the issues with the repairs was reasonable.

Mr H queried why the investigator had done this when he'd asked for an extension to provide a quote for the work. She explained she had decided not to provide an extension and that Mr H providing her with a quote wouldn't have altered her opinion.

Mr H then queried where he should send the two quotes needed and pointed out that if his van went in for rectification work he'd need a replacement van so he could continue to work. He also asked how long he had to provide the quotes. He also queried why the investigator had suggested a lower payment in compensation for the distress and inconvenience resulting from the issues with the repairs.

The investigator responded to say that she had said the amount Aviva had offered for the distress and inconvenience of the issues with the repairs was reasonable, as she had found out that Mr H hadn't been without his van while the rectification work was carried out. And she said she couldn't comment on the inconvenience he might experience when this did happen. She also explained that Mr H would have to provide two quotes in a reasonable time and that if he did hire a replacement van he'd need to discuss the cost directly with Aviva.

Aviva queried the issues with the repairs and asked for evidence of them. The investigator sent this to them. It then suggested after an exchange of emails with the investigator that it should send an engineer to inspect Mr H's van at his home address and arrange for the rectification work to be carried out at another repairer. It also agreed to pay the further £75 in compensation for distress and inconvenience in relation to the repair issues.

The investigator put this offer to Mr H. And she explained that if the engineer found the repairs to be of a poor standard Mr H would need to obtain two quotes for the work required for Aviva to consider. And she asked Mr H whether he and Mrs H would accept Aviva's offer. Mr H came back to say that he thought Aviva should compensate him for the time he was unable to work while he and Mrs H were trying to resolve matters with it. He also said he'd need a hire van while his van was in for any rectification work to be carried out, as he couldn't work without a van.

As Mr and Mrs H didn't accept Aviva's revised offer the investigator told them she'd put their complaint forward for consideration by an ombudsman.

I issued a provisional decision on 7 November 2023, in which I set out what I'd provisionally decided and why as follows:

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

*I should say at the outset that I think Aviva and E – on its behalf - have handled the problems with the repairs to Mr and Mrs H's van very poorly. When Mr H said he wasn't happy with the standard of the repairs either Aviva's handler didn't check properly whether the problems had been rectified or E told them they had when this wasn't the case. Either way Aviva offered Mr and Mrs H compensation instead of arranging for their vehicle to be inspected to determine whether the repairs had been carried out to a satisfactory standard. And it resulted in Aviva giving us the impression the problems with the repairs had been rectified.*

*I've seen photographs of Mr and Mrs H's van following the repairs by E, which have also been sent to Aviva, and it seems obvious to me from these and what Mr H has said that the repairs to his van weren't carried out to a satisfactory standard. And we are now well over a year on from when his van went in for repair. Nonetheless, I do think Aviva should have the chance to arrange for an inspection of the repairs by an independent motor engineer (IME), which it should pay for. And it should then arrange and pay for any rectification work the IME says is required. This inspection should take place at Mr H's home at a time that is convenient for him and does not impact his work. If this isn't possible and Mr and Mrs H's van needs to go to a repairers for the inspection to take place, Aviva should provide Mr and Mrs H with a replacement van the same size as their van whilst this happens and pay for it. If, as I suspect will be the case, further work is required to Mr and Mrs H's van to rectify poor repairs carried out by E, Aviva should arrange for this to be carried out at another one of its approved repairers; not at E. And it should provide Mr and Mrs H with a replacement van the same size as their van for the duration of the repairs and pay for this.*

*I take Mr H's point that having to try and sort things out with Aviva must have impacted on his work. And he clearly lost a significant amount of time taking the van back to E or going there only to find it wasn't ready. However, it is hard to quantify what Mr H lost in income as a result of this without analysing his accounts and bank statements. And, even then, it would be hard to know exactly what the impact was on his income. So, I think it is more appropriate for him and Mrs H to receive compensation for the distress and inconvenience they have experienced as a result of the delays they suffered initially with the repairs and the problems they had after this trying to sort things out with Aviva and E. I appreciate Aviva has now agreed to pay £400 in total in compensation. But, bearing in mind the impact it all would have had on Mr H and his business, I don't think this is enough. I think a reasonable amount is £700 in total. This means Aviva will need to pay Mr and Mrs H £700 if it hasn't paid anything already or this amount less what it has paid them already.*

I gave both parties until 21 November 2023 to provide further comments and evidence in response to my provisional decision.

Mr H responded to say he is happy for Aviva to send out an engineer to do an IME, but he'd like to provide estimates for the repairs required and have them carried out by a repairer of his choice.

Aviva came back to say it accepted my provisional decision. And I asked it if it was happy for Mr H to obtain estimates and use a repairer of his choice. It said it was, that he only needed to provide one estimate and that it would need to be approved by its engineer before any work was started.

### **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.

As – in essence – both parties agree with my provisional decision, I see no reason to alter the conclusions I reached in it. Except in respect of how any necessary rectification work identified by the IME to Mr and Mrs H's van should be completed. Instead of Aviva arranging for one of its approved repairers to do this work, Mr and Mrs H should provide an estimate from a repairer of their choice and send this to Aviva for its engineer to approve. The repairer can then carry out the work and Aviva can pay what it costs. Aviva will still need to provide Mr and Mrs H with a suitable replacement van for any time they are without their van due to the IME and for any rectification work/repairs.

### **Putting things right**

For the reasons set out above and in my provisional decision, I've decided to uphold Mr and Mrs H's complaint and make Aviva Insurance Limited do the following:

- Arrange for an inspection of Mr and Mrs H's van by an IME and for them to provide a report. Aviva must pay for this. This should take place at their home at a convenient time for Mr H, which doesn't impact his business. Or, if this is not possible, it should take place at one of Aviva's approved repairers (not E). If the latter happens Aviva must provide Mr and Mrs H with a replacement van the same size as their van and pay for it for the period they are without their van.
- If the IME decides the repairs to Mr and Mrs H's van were carried out to an unacceptable standard and rectification work is required, Aviva must allow Mr and Mrs H to obtain an estimate from a repairer of their choice for this and send this to it for approval by its engineer. Once the engineer has approved the estimate, Mr and Mrs H should be allowed to have the repairer carry out the work. And Aviva should then pay for it. While the work is being completed Aviva should provide Mr and Mrs H with a replacement van the same size as their van and pay for it.
- Pay Mr and Mrs H a total of £700 in compensation for distress and inconvenience. It can deduct any compensation it has already paid them from this.

### **My final decision**

I uphold Mr and Mrs H's complaint about Aviva Insurance Limited and order it to do what I've set out above in the 'Putting things right' section.

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

Robert Short  
**Ombudsman**