

The complaint

Mr M has complained about the service he received from Aviva Insurance Limited when making a claim under his motor insurance policy.

What happened

The background to this complaint is well known to the parties so I won't repeat it in detail here. In summary this complaint concerns issues Mr M has had with his car since it was repaired by Aviva and delays he experienced in the claim process. It doesn't cover issues that have been dealt with in a related complaint.

Our investigator recommended that the complaint was upheld. She was satisfied that a new battery was required and felt that Aviva's offer of £230 was fair. But she felt that the situation had unfairly impacted Mr M whilst he waited for Aviva to provide a reasonable resolution. She felt compensation of £200 was merited for the period that Mr M wasn't able to use his car from the time he brought this issue to Aviva's attention. With regard to the parking sensors the investigator found that Aviva should replace the sensor and grille, if that hadn't been done, and to repair the sensors that had been shown to be related to the damage caused by vandals. Likewise, as Aviva hadn't provided underwriting evidence for declining to renew Mr M's policy she felt compensation of £150 was due. This totalled £350, in addition to the £150 offered by Aviva.

Mr M wasn't happy with the recommendation. Not least because he felt that Aviva should pick his car up as he was unable to get it to a garage and provide him with a courtesy car in the meantime.

Our investigator considered this and agreed. She further recommended that Aviva collect Mr M's car due to his mobility issues and provide him with a car whilst this work was done. Aviva didn't agree.

As no agreement has been reached the matter 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 agree with the conclusions reached by the investigator for these reasons:

- I understand that Mr M feels that the issue with his car is likely to be more than just the battery. There is no dispute that the battery does need replacing. However there is nothing to suggest that the drive train error is related to this or is related to the original claim. Mr M feels that it is for Aviva to commission an inspection from a dealership to determine this issue. I appreciate why Mr M feels this is so – he has told us that mechanics have said that the drive train warning won't be resolved by replacing the battery, although there is no independent evidence to confirm this. However, Mr M has sent us an email with information he received from a garage

shortly after the car was returned to him. That garage felt the car just needed a new battery. On the evidence before me therefore there is no basis for me to require Aviva to pay for diagnostic testing from a main dealer.

- I'm satisfied that Aviva made a fair offer to replace the battery, based on what Mr M had paid recently for a replacement. However, after Mr M made Aviva aware of the post repair issues, Aviva didn't expedite the matter. I agree with our investigator that compensation is merited for this period as Mr M was without a car. He needs his car for hospital appointments and has mobility issues of which Aviva was aware. I find that £200 is fair in the circumstances.
- Mr M has also complained that the parking sensors on his car are not working. There is nothing to show these were replaced during the repair, although it is clear that the front bumper and grille had been damaged by vandals. The engineer report shows that these should be replaced. It may be that this is linked to the sensor issue. I find it is reasonable for Aviva to ask the garage to check why the sensors are not working. If this is related to the vandalism damage or replacement of parts, this should be rectified.
- Aviva didn't agree that it was reasonable to provide Mr M with a courtesy car whilst the battery was being replaced as it said this only takes 15 - 30 minutes. However this wasn't the only recommendation – it was also to check the parking sensors and this may take some time, particularly if a repair is needed. Therefore I'm satisfied that it is reasonable to provide a courtesy car – should Mr M require one.
- Aviva has offered £150 for delays in getting Mr M's car to the repairer. I think that's fair in the circumstances. Mr M was unhappy with the hire car he was provided – it was too big for him. I don't find it would be fair for me to uphold this part of Mr M's complaint as he didn't raise this at the time, so Aviva didn't have the opportunity to rectify.
- Although Mr M's policy still had some weeks to run, on 25 June 2023 Aviva emailed him to say it could no longer offer a renewal due to Mr M not meeting its underwriting criteria. His policy subsequently lapsed. Aviva didn't give Mr M more detail and hasn't provided this service with its underwriting guidance either. I find this would have been inconvenient and upsetting for Mr M and agree that compensation is due. I find that £150 is fair in the circumstances. I note that this was a system decline and the policy lapsed due to this. It is not recorded on any external database.
- Mr M is concerned that the problems he has experienced will continue when the battery is replaced. If this is so, he will need to raise the matter with Aviva.

Putting things right

I require Aviva Insurance Limited to:

- Arrange to collect Mr M's car, transport it to a garage to fit a new battery and test the parking sensors. If either of the sensors are not working due to anything arising from the claim, it should repair or replace the sensor.
- Arrange for Mr M to have a courtesy car whilst his car is in the garage, if he requires one.
- Pay Mr M £200 for loss of use and £150 in compensation. This is additional to the £150 already offered.

My final decision

My final decision is that I uphold this complaint. I require Aviva to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 February 2024.

Lindsey Woloski
Ombudsman