

The complaint

Mr N complains about the settlement he received from Aviva Insurance Limited (Aviva) following a claim under his car insurance policy.

Where I've referred to Aviva, this also includes any actions by agents acting on their behalf.

What happened

Mr N has a car insurance policy underwritten by Aviva. In March 2023, whilst abroad, Mr N's car was damaged during an accident, so he made a claim to Aviva.

The car was repatriated back to the UK and to Aviva's approved repairer. However, when assessing the car for repair, the repairer identified several poorly completed previous repairs which were unrelated to the accident. These would have required rectification before the accident-related repairs could be carried out.

Due to the quality of the previous repairs to Mr N's car, this would have jeopardised Aviva and the repairer being able to offer a guarantee. So instead, Aviva offered Mr N £4,683 (before deduction of the £1,000 policy excess) which they said was the cost of the accident-related repairs that would be covered under the policy.

Mr N doesn't think what he has been offered is sufficient. He also says that his car was in great condition before the accident. And he says he was told his car was repaired and later found out it hadn't been. As Mr N was unhappy with Aviva and the settlement, he approached this service.

One of our investigators looked into things but he didn't uphold the complaint. He noted Mr N had an inspection carried out on his car after purchasing it, but he said this wasn't as detailed as Aviva's. He was satisfied Aviva had identified poor previous repairs to the car, which Mr N purchased as a total loss vehicle which had been repaired. So, he didn't think Aviva was acting unfairly by cash settling the claim.

The investigator said the cash settlement only needed to cover the cost of the accident-related repairs, not the pre-existing damage. And he was satisfied Aviva had offered this, and Mr N hadn't provided any evidence to show this wasn't sufficient. The investigator also said the evidence didn't support that Mr N was told his car had been repaired, rather that it needed collecting.

Mr N didn't agree and asked for a final decision from an ombudsman.

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, whilst I appreciate it will come as a disappointment to Mr N, I've reached the same outcome as our investigator.

When Mr N's car was inspected by Aviva's approved repairer, they discovered a number of areas where there were poor previous repairs. Mr N has been sent a copy of this report, including images of the issues they identified.

Mr N says his car was in great condition when he purchased it. And I recognise that Mr N had his own report completed by a car maintenance high street retailer after purchase too. But I don't find this as detailed, thorough, or comprehensive as that completed by Aviva's agent.

Instead, the report Mr N obtained comments on things such as the tyres, brakes, suspension and exhaust, rather dismantling the car to identify any issues. By contrast, Aviva's agent stripped the relevant areas of the car where there was damage, and they've shown where poor repairs were previously carried out, and I'm satisfied the images support their findings.

I also note that Mr N's car was purchased as a previous Category S total loss, following previously repaired accident damage. This also supports why Aviva's agent found repairs had been carried out to the vehicle previously.

Aviva's was unwilling to carry out repairs related to the accident due to the previous poor repairs needing rectification (which wouldn't be their responsibility), and because this would jeopardise the ability to provide a guarantee for the accident-related repairs. Aviva therefore offered a cash settlement for the costs associated with the accident-related damage. I don't think Aviva acted unfairly by reaching this decision.

Aviva provided Mr N with the report from their agent which outlined the accident-related repairs required and the overall cost associated with this, which they then based the cash settlement on. As explained by our investigator, we aren't able to provide an unredacted copy of this as Aviva hasn't given us permission to do so due to it being commercially sensitive. But I'm satisfied the settlement offered to Mr N is in line with this, and he is able to see the works required. A small deduction was made for the cost associated with assessing the vehicle, and for the cost of repairs, Mr N was offered £4,683 before deduction of the £1,000 policy excess.

Whilst Mr N says that Aviva's settlement isn't sufficient, he hasn't provided any evidence to support that, such as a report from an engineer, or quotes which show a different cost to repair. In the absence of any evidence to demonstrate otherwise, I'm satisfied Aviva has offered a reasonable amount which is in line with what they have calculated to repair the accident-related damage. Therefore, I won't be directing Aviva to increase this amount.

Mr N also said he was told that his car had been repaired. However, the information provided doesn't demonstrate that. Instead, from what I've seen, Mr N was told to collect his car, as the agent of Aviva wasn't willing to carry out the repairs.

My final decision

It's my final decision that I don't uphold this complaint.

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

Callum Milne
Ombudsman