

## **The complaint**

Miss G is unhappy with the way Aviva Insurance Limited (Aviva) handled her motor insurance claim, and with the service they provided overall.

## **What happened**

In May 2023, Miss G was involved in an accident which caused damage to her vehicle. She made a claim under her motor insurance policy, completing all the relevant paperwork and submitted this to Aviva along with a statement of events and a diagram of the scene of the accident.

As Miss G didn't hear back, she called Aviva to find out what was happening. And it came to light they hadn't received any of the information she'd provided. Miss G was understandably frustrated, but she agreed to resend the information that day. She asked if Aviva could acknowledge receipt, but she was told they couldn't guarantee this.

On this call, Miss G told Aviva that she'd been receiving calls and letters from a third party in relation to her vehicle being scrapped and she didn't want any further correspondence from them. She told Aviva she wanted her vehicle to be repaired by a specific dealer and to be kept updated on when she could get it repaired. Aviva explained that based on the information they received it appeared Miss G's vehicle would be uneconomical to repair. But if Miss G wanted her vehicle to be repaired at a dealer of her choice there would be additional excess payments required.

Miss G asked Aviva for a timeframe of when she'd hear from them. Aviva explained they couldn't give a timescale in relation to a decision on liability, but that they would update her as soon as they had an answer from the third-party insurer.

Miss G made further calls to understand the progress of the claim particularly after receiving a message to advise the third party had accepted liability. She was looking to get her vehicle repaired but during these calls she was told the vehicle was deemed a total loss because it was uneconomical to repair. Miss G asked for details of the costs to repair, but Aviva couldn't provide this. They said the vehicle had been deemed a total loss based on the explanation of the damage and the age and mileage of the vehicle.

Later Aviva explained it goes down as a potential total loss due to age, mileage, and damage to the vehicle, but it will be reviewed by a third party to inspect the vehicle and value it. Miss G said she didn't want this to be done by the third party who'd been contacting her, and Aviva assured her it could be an in-house engineer.

Miss G explained that, due to the poor service she'd received so far, she felt she had no option but to arrange for the vehicle to be repaired at her own expense. Aviva provided an estimate of the market value and said this would be confirmed later that day or the next.

Miss G took her vehicle to a main dealer for an estimate. And they told her that, because they replace parts rather than repair them, she'd likely find a cheaper quote elsewhere. As

she was concerned her vehicle would be written off, given the communication she'd had so far from Aviva, she went to an independent garage who repaired the vehicle for £520.

During this time the main dealer sent their quote to Aviva, and they agreed to cover the costs of the repair. This wasn't communicated to Miss G until around three weeks later when she'd already arranged for the alternate garage to repair the vehicle.

Miss G asked Aviva to reimburse her the £520 she'd paid for the repair. But they said they weren't satisfied with the repair details received from the garage and wanted to send an engineer to inspect the vehicle to ensure it met the required repair standards. Miss G felt further inconvenienced by this as she now had to wait longer to receive her money and make time for the engineer to inspect the vehicle. She was also unhappy that during this time she was without a courtesy car.

Miss G raised a complaint. Aviva accepted there'd been a delay in explaining their position on the garage's invoice and they offered £75 compensation to put things right. But they reaffirmed their position that an engineer would need to inspect the repairs before they could reimburse her. Remaining unhappy with this, Miss G referred her concerns to this service.

Our investigator felt Aviva should've done more to keep Miss G informed during the claims process and that there'd been failings in the overall service they'd provided. She recommended that Aviva increase the compensation offered to £150. But she was satisfied that Aviva were entitled to inspect the vehicle in order to validate the cost of the repairs carried out before any payment is made.

Aviva felt their offer was fair and sought further clarification on the reason for the increase in compensation. Miss G asked for an ombudsman's decision and so it 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.

I'd like to reassure both parties that whilst I'm aware I may have condensed some of the complaint points in far less detail and in my own words, I've read and considered everything they've told us. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail they would like, in order to reach what I think is a fair outcome. This isn't meant as a discourtesy, but it simply reflects the informal nature of our service.

I'm aware this claim has progressed since the complaint was brought to our service. For clarity, this decision only addresses events up until the date of Aviva's final response letter. If Miss G is unhappy with anything since that date, she'll need to raise a new complaint to Aviva in the first instance.

The Financial Conduct Authority's (FCA) Insurance Conduct of Business Sourcebook (ICOBS) requires Aviva to handle claims promptly and fairly, provide information on the claims progress, and to not unreasonably reject a claim. I've kept this in mind when considering Miss G's complaint.

When Miss G reported the claim, it seems the information she provided wasn't received but this wasn't followed up until Miss G called Aviva for an update on the claim. During that time,

it appears Aviva had instructed a third party to inspect the vehicle and value it as their system analytics had determined it a potential total loss. However, Miss G was under the impression the third party were simply looking to scrap her vehicle.

Miss G made further calls to Aviva so there were opportunities for them to fully explain the process and how the claim needed to proceed. But in some of these calls Miss G wasn't given a thorough explanation and was left confused due to the repeated reference to the vehicle being a total loss.

She arranged for her vehicle to be inspected by a main dealer but as she was concerned that Aviva wouldn't approve costs, she took the vehicle to an independent garage where she received a significantly cheaper quote. Miss G really wanted to keep her vehicle on the road, and I can understand that she felt Aviva were looking to scrap it so she did what she could to keep costs down to avoid this happening. However, Aviva had explained that costs would need to be approved and whilst the repairs were significantly cheaper than a quote they approved with the main dealer, they need to ensure the repairs had been completed to the required standard.

Miss G has explained the distress and inconvenience she experienced during the claims process, having to chase Aviva to understand what was happening, being without a courtesy car and having to pay for taxi's as well as taking time off work.

The policy details what is and isn't covered. In relation to a courtesy car it says:

*"If your vehicle is being repaired by an approved repairer, a courtesy vehicle will be provided for the duration of the repairs. If the repairer chosen is not one of our approved repairers, a courtesy vehicle will not be provided."*

As Miss G didn't use an approved repairer she wasn't entitled to a courtesy car. I understand she has explained that if she had used the main dealer, she would have received a courtesy car but Aviva informed her the estimate had been approved too late. I don't know for sure if the main dealer would've supplied a courtesy car, my understanding is that they do where they have availability, so this isn't necessarily guaranteed. And whilst there was a delay in informing Miss G that the main dealer's quote had been approved, I understand she was made aware before the independent garage commenced repairs, and though I understand she had already made plans, she could've arranged for her vehicle to be repaired at the main dealers instead.

Since the repair, Miss G has been waiting for Aviva to refund the costs she incurred. I appreciate this has been frustrating for her, but I don't think Aviva's request to inspect the vehicle to ensure it was repaired to the required standard was unreasonable. In paying for the repairs they are responsible and so need to be satisfied with the work carried out.

Aviva accepted there was a delay in explaining their position in relation to the invoice Miss G had submitted and offered £75 compensation. I don't think this fully reflects the distress and inconvenience it caused.

Overall, I think Aviva were entitled to inspect the vehicle to validate costs and satisfy themselves with the quality of the repairs. But their communication and handling could have been better from the outset, ensuring Miss G was fully aware of the situation with her vehicle and the next steps to manage her expectations. Conversations with Aviva led to confusion and frustration. Alongside this Miss G was receiving contact from a third party which compounded an already stressful situation, added further confusion, and left her feeling unsupported in her claim. Given this I think Aviva should pay Miss G £150.

**My final decision**

My final decision is that Aviva Insurance Limited should pay Miss G £150 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 8 March 2024.

Karin Hutchinson  
**Ombudsman**