

## **The complaint**

Mr Q complains that Aviva Insurance Limited (Aviva) failed to repair his car in full after an accident when driving, under his motor insurance policy.

## **What happened**

Mr Q damaged his car when he drove onto a kerb in April 2023. He made a claim to Aviva, which it accepted. His car was repaired and returned to him. In August he found that the repairs were incomplete. Mr Q says from here onwards he experienced delays, misinformation, and a period when he was left without a car. He says his car wasn't fully repaired until the end of October.

Mr Q says he's spent a lot of time dealing with this matter. An independent assessor Aviva arranged to inspect his car told him it wasn't roadworthy. Mr Q says he'd been driving the car since May 2023 when it shouldn't have been on the road, which was distressing for him. He also says the repair delay impacted on the value of his car. This resulted in a significant financial loss as he eventually sold his car in October for less than was offered in August.

Mr Q says he was without his car from 8 August until 27 October 2023. He says Aviva should provide a pro-rata refund for this period.

In its final complaint response dated 26 October 2023 Aviva confirmed that Mr Q's car was ready for collection. It refers to the car having been returned in an unroadworthy condition. It apologised for his poor claims experience and offered £200 compensation.

Mr Q didn't think he'd been treated fairly and referred the matter to our service. Our investigator upheld his complaint. She says the engineer reports confirmed the correct repair had been completed once Mr Q highlighted the outstanding issue. She says Aviva should've provided the independent engineer's report to him sooner. This resulted in Mr Q spending £120 on his own engineer's report. She says it should refund this to him plus 8% simple interest.

Our investigator says there were delays in reports being obtained and then considered. This represented a poor standard of customer service. This meant Mr Q was chased to collect his car, when he wasn't aware it had been inspected and had been returned to a roadworthy condition. Our investigator didn't think it was fair that a courtesy car was withdrawn before the car was confirmed to be roadworthy. Because of this she thought a total compensation payment of £550 was fair. But she didn't think Aviva should provide a premium refund, or that Mr Q had shown he'd suffered a financial loss when selling his car.

Aviva accepted our investigator's findings. Mr Q didn't and asked for an ombudsman to consider the matter.

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.

Having done so I'm upholding Mr Q's complaint. I won't be adding to the remedy our investigator set out. I understand he will be disappointed, but I'll explain why I think my decision is fair.

We expect Aviva to provide effective and long-lasting repairs when handling accident damage claims. I've considered whether it did that here.

Mr Q's car was damaged in April 2023. I can see the repairs were arranged by Aviva, and his car was returned to him in May. There were no issues reported by Mr Q until August. This is when he says he arranged for a quote to repair a scuff to his car's front bumper. He says the detailing company he used noticed the front passenger wing was misaligned. It also identified a dent in the wheel arch. On opening the bonnet Mr Q says the detailer saw, *"a tear in the engine bay/bodywork close to the suspension strut/wheelhouse area"*. Mr Q says this was in plain sight and not hidden.

On the advice of the detailer Mr Q contacted Aviva and his car was taken back to the original repairer. He was provided with a courtesy car. In mid-August the repairs were complete. Mr Q had concerns about whether the car was now roadworthy, given the issues that were missed last time. He contacted Aviva and asked it if a thorough check of the car could be made. The claim records show a 'field engineer' was instructed to inspect the car. In the meantime, the appointed repairer told Mr Q to collect his car, or he'd be charged for its storage. Mr Q says he had to explain the situation to the repairer as Aviva hadn't.

An inspection took place at the end of August 2023. Mr Q says the engineer wasn't given any information about the reason for the inspection. He had to provide these details for him. Mr Q says he received a call from the engineer after the inspection. He told him the car had been released in an unroadworthy condition back in May. He advised it wouldn't pass an MOT and the dented wheel arch and misaligned front passenger wing were a result of the accident. Mr Q says the engineer raised concerns that the garage performed a repair as opposed to replacing the damaged section of the wheelhouse and told him the car should have an alignment check at the main dealer.

Mr Q explains that the courtesy car was withdrawn by Aviva on 4 September 2023. I can see that he felt the onus was on him to chase progress with the business and its agents. I think this is supported by the records provided. At the end of September Mr Q says he contacted Aviva and was told a repair estimate had been requested for the left wing and 'turret' repairs. He contacted the repairer directly and was told it hadn't been asked for an estimate by Aviva.

On 12 October 2023 Mr Q chased Aviva for an update on whether his car had now been found to be roadworthy. He says he chased for a copy of the independent engineer's report, as he hadn't received this information. On 17 October Mr Q received a copy of an email from Aviva's in-house engineer. He says the engineer discounted the view of the previous engineer. He didn't think the tear was related to the accident in April and thought it was strange Mr Q had identified the tear as it was concealed.

Mr Q says he asked for full copies of both engineer's findings on 17 October 2023. He didn't receive this information. He says the tear was clearly visible and not hidden as indicated by the in-house engineer. At this point Mr Q appointed his own engineer to inspect the repairs.

I've read the independent engineer's report. I've also read Aviva's in-house engineer's response, and the report Mr Q obtained. In the latter the engineer confirms the correct repairs were carried out to the tear in the wheelhouse assembly. He says this section isn't loadbearing and no straightening or re-alignment of the front end had been carried out, which was a concern raised by the independent engineer. The engineer also says had the wheelhouse been replaced this would have caused problems and had a detrimental effect on the vehicle. He confirmed that a repair was the correct approach.

Referring to Aviva's in-house engineer's report he says the independent engineer had incorrectly indicated that a new 'wheelhouse/strut' was required. When this would only be the case if there was a misalignment issue. The in-house engineer says measurements were taken in October 2023, in light of Mr Q's concerns, and no misalignment was found. He also says a full wheel alignment was completed when the repairs were carried out and all measurements were within accepted tolerances. I note the in-house engineer's comments that he felt the independent engineer had unduly alarmed Mr Q with his findings.

Mr Q retrieved his car back on 27 October after he'd received confirmation from his appointed engineer that his car was roadworthy.

I've thought carefully about the points Mr Q has raised. It's apparent his concerns about the condition of his car were instigated by what he was told by his detailer. These concerns were strengthened by the independent engineer's findings. There were some outstanding repairs to be completed by Aviva's garage. However, I'm satisfied the correct approach was taken to repairing the wheelhouse and mis-alignment issues. But despite asking for assurances on this point Aviva didn't provide Mr Q with timely responses or copies of the engineer reports. This was to satisfy him that his car was roadworthy. Because it didn't provide this in a timely manner it resulted in Mr Q paying for another engineer's inspection.

Having considered all of this I don't think Aviva handled Mr Q's claim fairly. The standard of communication was poor resulting in inconvenience, frustration, and distress for him. Valid concerns were raised and supported by the engineer Aviva appointed. Once the engineer's findings were known it then took a long time for Aviva to provide a response. When it did this didn't reassure Mr Q that a thorough check had been completed as he hadn't seen a full copy of the reports.

In these circumstances given the concerns raised by an engineer about the roadworthiness of the car more should have been done by Aviva to ensure that Mr Q was fully informed with clear information. Whilst he was waiting on confirmation that his car was roadworthy I think it was unfair for Aviva to have withdrawn the provision of a courtesy car.

In light of this I agree with our investigator's findings. Aviva should refund the cost of the report Mr Q obtained plus 8% simple interest. It should also pay him compensation at a higher level than it initially offered. I agree that £550 is fair and commensurate with the awards our service considers reasonable in similar circumstances.

I can't see that Mr Q raised concerns about the loss in value of his vehicle until mid-November 2023. This was after Aviva's final complaint response that it sent in October. I can't see that the business responded to this issue as part of this complaint. The Financial Conduct Authority (FCA) dispute resolution or DISP rules set out what complaints we can and can't consider. As this issue wasn't raised as part of this complaint I can't consider it in my decision here.

Similarly, I can't see that Mr Q mentioned a pro-rata refund of his premium until after Aviva provided its final complaint response. This means it wasn't considered as part of his complaint and I can't consider it here either. That said it may be of help to Mr Q to explain

that as he made a claim, his policy requires the full annual premium to be paid. This means there is no refund due within a policy year where a claim has been made.

### **My final decision**

My final decision is that I uphold this complaint. Aviva Insurance Limited should:

- pay Mr Q a total of £550 compensation; and
- pay Mr Q £120 for the report he paid for, plus 8% simple interest from 26 October 2023, when he paid for the report, until this is payment is made.

\*If Aviva considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr Q how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 27 August 2024.

Mike Waldron  
**Ombudsman**