

## **The complaint**

Mr B complains about the quality of repairs Aviva Insurance Limited (“Aviva”) carried out to his car after he made a claim against his car insurance policy.

## **What happened**

In May 2023 Mr B’s car was damaged after being hit in the rear. Aviva arranged to carry out repairs through one of its approved repairers.

When Mr B collected the car he noticed further damage. The repairer agreed to carry out some additional repairs, but, when the car was returned, Mr B had further concerns about the condition. Mr B returned the car to the repairer for more work, but after it was returned, Mr B still wasn’t satisfied the work had been completed in full and said some new issues had emerged.

Mr B complained and Aviva provided a final response in August 2023. Aviva said its repairer would only rectify damage related to the accident, or which it had caused, and it didn’t agree this applied to remaining issues. Other than offering to polish a scratch on a wing mirror, which the repairer had previously agreed to do but hadn’t completed, Aviva declined to authorise any more repairs. Aviva agreed though it could have provided a better service and paid Mr B £300 compensation.

Our Investigator didn’t find Aviva’s response unfair. She said she didn’t think there was enough to show the remaining damage had been caused by Aviva’s repairer or the accident, and, although she agreed the service Mr B received was poor, she thought the £300 compensation Aviva paid was reasonable.

Mr B didn’t agree, so the complaint has been referred 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’ve decided not to uphold the complaint. I understand Mr B will be disappointed by this, but I’ll explain why I’ve made this decision.

Aviva has provided me the correspondence between itself and its approved repairer. Within this, the repairer provided Aviva a timeline of events, copies of messages to and from Mr B, photos of the car as it was when originally received by the repairer, and photos Mr B provided of some of the defects he reported. This email chain included details of the original repairs carried out, the defects Mr B reported, which defects the repairer agreed to rectify, and which it did not.

Aviva has also provided a copy of the engineer’s report which includes details of Mr B’s car, an itemised description of the damage from the accident, and photos showing the car being repaired.

I'm satisfied this shows Aviva made enquiries with its repairer and the repairer provided information to Aviva which would allow it to make an informed decision on whether to authorise any further repairs. I don't think it was unreasonable for Aviva to rely on this, and since the repairer had shown it had considered the remaining defects reported by Mr B but didn't agree they were caused by the accident or its repairs, I don't think it was unfair for Aviva to reach the conclusion it did.

I acknowledge Mr B strongly disagreed with Aviva's decision and thinks it should have put right the remaining defects. I've considered his comments and the evidence he provided, including photos and videos of the condition of his car.

Mr B's car was hit in the rear, and it's quite apparent from the images that the rear bumper was badly damaged from this impact. But the defects Mr B reports are more widely spread than the rear bumper.

Mr B said the rear camera is now misaligned and given the impact was from the rear this clearly caused this issue, the passenger window previously had no scratch, the front windscreen had no chip, and the wing was undamaged when he handed the car to the repairer. So he thinks these happened while the car was with Aviva. And he also says the fault with the engine control unit also only surfaced while the car was with Aviva.

Aviva said there's no clear evidence what caused the issues with the window, windscreen and wing and these weren't in the area of impact, its engineer checked the rear camera and compared with another vehicle on site and found it to be correctly aligned, and it invited Mr B to obtain his own diagnostic which it would consider further if he believed there was unresolved issues with the car's drivability from the incident.

Overall, I find it more likely the remaining defects weren't caused by the accident. And I don't think there's enough to show they were caused by Aviva's repairer. Aviva pointed out these defects aren't in the area of impact. And I think the location of the defects reasonably suggests the likelihood is they wouldn't have been caused by the accident. Aviva has also provided evidence showing some of the issues were pre-existing or unlikely to have been caused while it held the car. It's said the windscreen was replaced before the car was returned so it thinks the chip must have occurred before the car came back to it, and that a historic fault code was found on the engine control code.

Ultimately, I haven't seen evidence from Mr B, such as an independent engineer's report, which directly shows otherwise. I note Mr B has provided an invoice to show he paid to have the intake manifold replaced, but I haven't seen anything more from Mr B showing the cause of the problem was due to the accident or that the problem occurred while the car was with Aviva.

Given that I don't think the outstanding defects resulted from the accident, or were caused while the car was with Aviva, I don't think Aviva needs to do anything more with regards to these defects.

There were aspects of Mr B's claim which could have been handled better. Although the repairer didn't agree to rectify all the defects, there were some which it did, and Mr B needed to return his car twice after the initial repair for that work to be carried out causing delays at a time when Mr B was planning a family holiday. Aviva also accepted at one point there had been a six-day delay in the repairer collecting Mr B's car.

I think overall though, the £300 compensation which Aviva paid was reasonable and in line with our award levels for these issues.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 December 2024.

Daniel Tinkler  
**Ombudsman**