

The complaint

Mr R has complained about the service provided by Aviva Insurance Limited ('Aviva') under his motor insurance policy following a car accident. For the avoidance of doubt, the term 'Aviva' includes reference to its agents, repairers, and representatives in this decision.

What happened

Unfortunately, Mr R's car was involved in a car accident in August 2023. He made a claim to Aviva as his insurer at the relevant time for the damage caused. Mr R said that it took three months for the car to be repaired and it wasn't repaired properly, so he had to sell his car at a loss. He also said that he didn't get a courtesy car in time. In summary, Mr R felt that Aviva should pay a sum of nearly £4,700 to cover his financial loss, as well as compensation for the inconvenience he'd experienced. He thought that Aviva should pay him £10,000 in total.

Aviva considered that it had done all that was possible to assist Mr R, and it didn't think it should have to pay a sum in compensation. Mr R then brought his complaint to this service. However, the relevant investigator didn't uphold Mr R's complaint. She didn't consider that Aviva had caused avoidable delays in handling the claim. She thought the actions it too had been fair and that there was insufficient evidence that Aviva had caused further fault which directly led to Mr R selling his car at a loss.

As Mr R remained unhappy with the outcome of his complaint, it's been referred to me to make a final decision in my role as 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.

Turning to the submissions made by the parties, Mr R provided a detailed breakdown of his calculation of nearly £4,700 to include the cost of road tax, insurance, finance instalments, a replacement car, and negative equity. He was also seeking a large sum in compensation due to the inconvenience caused by Aviva's handling of the matter. He'd spent a significant time dealing with the matter. Mr R also felt that the car should have been written off due to the nature of the accident and damage, not just a few parts.

Mr R said the repairer hadn't repaired the car at all and faults were found following its return, which hadn't existed previously. He listed many problems with the car. Initially, he'd asked Aviva to take the car back, fix, clean and test it. Mr R said that he'd immediately informed Aviva about the problems when the car was returned. He said that it did *'absolutely nothing for the week I was calling I was asking about progress all the time that is why I decided to sell a car.'* He said he then sold the car and was forced to buy another. He needed a car every day and *'couldn't wait forever'* and was paying both a new and old car plan. He said he simply couldn't afford wait for additional repairs any longer and asked, *'how long you should ask for right outcome another 3 to 6 months?'*

In summary, Mr R felt that Aviva played on time and didn't want to help. He couldn't understand why a courtesy car wasn't provided on time.

I now turn to Aviva's response to Mr R's complaint. It acknowledged that Mr R's car was with the repairer for three months. It said that *'based on the repair and parts on order with the manufacturer I would not see the timescale as being unreasonable.'* In essence it stated that the garage had to wait a long time for parts to arrive at the garage. It acknowledged that Mr R had raised some issues about the repair after the car was returned. However, it said that the agent made contact on more than one occasion and, *'asked to assess the vehicle, which is the standard procedure as we would allow the repairer the first opportunity to rectify any issues.'* Aviva therefore declined to pay compensation as it said the car could no longer be inspected or rectified. It did however offer to review any invoices that Mr R paid, along with evidence of the faults. It also offered to valet the car when it came back to its site.

Finally, Aviva said that it had paid an appropriate daily rate to Mr R for loss of use of his vehicle. It said that due to shortage, its agents weren't able to provide people with courtesy cars for an extended period of time, but that Mr R had on the waiting list and marked his request as urgent. It acknowledged that Mr R needed a car to get to work.

I have sympathy with Mr R's predicament. A car accident will in itself be a traumatic and unsettling event. The subsequent repairs and insurance claims processes also inevitably involve some considerable stress and inconvenience. The question for me to determine however, is whether Aviva's handling of this particular claim was unfair or unreasonable, causing inconvenience which was over and above the usual inconvenience which comes in the wake of a road traffic accident.

This is a finely balanced matter and on the face of it, three months is an excessive period to have to wait for repairs to be carried out. However, Aviva has explained the challenges faced in this case in terms of availability of parts. Again, whilst I have every sympathy with Mr R, I'm persuaded that the delays in this case weren't due to anything that Aviva did or didn't do. I consider that it fairly and reasonably attempted to expedite the repairs. Unfortunately for Mr R, waiting for parts as a result of a wider shortage was outside of Aviva's control in this case.

I note that Mr R felt that Aviva had returned the car with numerous and significant faults and that he rectified these privately and sold the car. I appreciate that by this stage, Mr R was extremely frustrated and didn't feel able to face a further wait whilst the car was re-examined. I'm also persuaded that Mr R had to spend a significant amount of time on the phone with Aviva at this stage.

On the balance of probabilities however, I'm persuaded that Aviva did reach out to Mr R to assess the car. This meant that unfortunately for Mr R, there is now no expert evidence available from Mr R's own repairer or otherwise to show what, if any faults, had been missed or caused by the repairer. It would also have only been fair or reasonable for Aviva to have been provided with an opportunity to investigate, respond to, and rectify any such faults.

In the absence of this, I'm afraid that there isn't sufficient evidence to conclude on the balance of probabilities that the repairs had been inadequate or had caused further problems. In addition to this, the policy terms say that Aviva won't approve any repairs unless it authorises them first, and it was clearly unable to do so in this instance. I also consider that Aviva acted in a fair and reasonable manner by offering to review any invoices that Mr R paid, along with any further evidence of the faults. I can't therefore say that Aviva acted in an unfair or unreasonable manner in this respect.

As for the failure to provide a courtesy car, again I can understand that Mr R expected Aviva to provide what it said it would provide under its policy. Nevertheless, I've noted Aviva has

been candid about the difficulties experienced by its suppliers at the relevant time. While I appreciate Mr R's disappointment, I must consider whether Aviva acted fairly and reasonably in recompensing Mr R for its failure to provide a car. I haven't seen specific evidence of Mr R's reasonable additional travel expenses, namely taxi receipts, rental car invoices or bus tickets. On the balance of probabilities, I'm satisfied that it acted reasonably by paying £10 per day for the time Mr R spent without a courtesy car and in increasing this to £400 overall.

As for Mr R's claim for compensation, as I haven't upheld the complaint regarding repair delays, I can't hold Aviva responsible for unused car tax, insurance premiums and finance payments. In the circumstances, I can't say that Aviva has handled this matter in an unfair or unreasonable manner and don't consider that Aviva needs to take any further action.

My final decision

For the reasons given above, I don't intend to uphold Mr R's complaint and I don't require Aviva Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 18 September 2024.

Claire Jones
Ombudsman