

The complaint

Mr C has complained about Aviva Insurance Limited's handling of his car insurance claim.

What happened

Aviva has been represented by its agents during the claim. All references to Aviva include its agents.

Mr C made a claim in February 2023. In March 2023, Aviva's approved repairer, who I'll refer to as L, completed repairs that included work to the car roof and the car's shark fin aerial and cover.

Mr C refused return of his car following the first repair, as the aerial was not affixed correctly and there were gaps. L carried out further repairs and the car was returned to Mr C later in March 2023.

In June 2023, Mr C reported his car's navigation system had failed. L collected the car again, and left Mr C with a courtesy car. It was identified there had been water ingress from the roof area, causing damage to the telematics control box. Following this, work was carried out by L, and some of the work was outsourced by L, to a manufacturer dealership, which I will call D.

Mr C complained to Aviva. He said he had difficulty submitting his concerns. He felt the initial repairs in March 2023 were poor, and he was unhappy with the delays in the subsequent repairs, from August 2023. He felt the service and communication from L was poor. He wanted to understand why his car experienced further issues, whether the initial repairs were adequate, and why the subsequent repairs were taking so long. He also felt that delays were down to L authorising some of the repairs with D.

In November 2023, the repairs were completed. Mr C again expressed his dissatisfaction at the time taken.

Aviva issued a complaint response in November 2023. It was concerned quality checks were not undertaken during the initial repair, but understood the subsequent repairs had been carried out to the appropriate standard. Aviva was unable to determine if the further issues Mr C reported were due to the initial repairs. It said some of the delays were due to D awaiting parts but accepted there were delays in getting the engineer's authorisation. It accepted there was poor communication and Mr C had to chase parties, along with call backs he was promised that were not provided. It accepted the communication by L was poor and the service was not to the expected standard. It also acknowledged Mr C's difficulty in submitting his concerns. Aviva apologised and offered Mr C £350 compensation.

Mr C received his car back shortly following this and raised concerns with Aviva again. He said the repairs seemed completed on face value. His main concern was about the quality of the initial repair and the time taken to rectify it afterwards. He wanted Aviva to provide a lifetime guarantee.

He was concerned with the multiple journeys made by his car during the subsequent repairs, totalling around 130 miles. He'd been able to track this using a device on his car, but Aviva hadn't properly accounted for or explained these journeys. He felt the £350 compensation was not acceptable and he wanted more appropriate compensation, including the return of his £750 excess.

Aviva responded to Mr C in December 2023. It agreed to investigate the additional journeys Mr C mentioned, but it wouldn't offer a guarantee beyond what was outlined in the policy terms. Aviva increased its compensation to £400.

Mr C referred his complaint to the Financial Ombudsman Service. In addition to his points above, he said Aviva's failure to appoint a manufacturer dealer may impact on the residual value of his car. He was not made aware he could have directed Aviva to have repairs done by a dealership of his choice. He felt D was an approved repairer and asked why Aviva didn't use D to begin with. Mr C said he requested a more appropriate courtesy car given the extended period of repairs, and despite having been given a basic courtesy car, this was declined. He pointed out that he was paying his car finance and road tax payments while without his car and he wanted a full explanation of the issues created by L and the issues encountered since. He requested £1,000 compensation and explained he was frustrated at not knowing what was happening with his car during repairs.

Our Investigator issued a view in May 2024. He said Aviva was entitled to rely on the policy terms for the repair guarantee. He said D was not an Aviva approved repairer, so Aviva was not required to use it. He accepted Mr C had the right to use a non-approved repairer, but Aviva was not required to point this out. He said there was poor communication from Aviva and L, causing Mr C frustration. But he felt £350 compensation was fair. He did recommend Aviva provide a full report on the repairs carried out between August and November 2023 (the subsequent repairs).

Aviva accepted the Investigator's view and agreed to provide a report.

Our Investigator sent another view in May 2024. He noted Aviva had actually offered £400 compensation, but he recommended Aviva increase this to £450. This was because Aviva hadn't explained the multiple journeys made by Mr C's car or why the car wasn't taken on a low loader each time. He said the initial repairs would've caused Mr C stress and it was fair for Mr C to require a report for reassurances about the work undertaken. Mr C was without use of his car during the repairs and the courtesy car didn't meet the standard of his own vehicle, so he was inconvenienced.

Mr C responded to say the compensation couldn't be decided until a report on subsequent repairs was provided, and he could see what had happened. He also asked what censure and fine options the Financial Ombudsman Service can impose on Aviva, along with what enforcement powers we have, and about our role.

Aviva provided the invoice from D for the work it completed. Since then, it told us it had sent all the documents and reports available and there was nothing more it could send. Aviva did ask L for more information but no further information has been received to date.

I issued a provisional decision. In it I explained why I intended to require Aviva to only pay Mr C £450 compensation. The provisional decision's reasoning forms part of this final decision, so I've copied it in below. Finally, I invited Mr C and Aviva to provide any further comment or evidence they would like me to consider before issuing this final decision.

What I've provisionally 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 should first set out that the Financial Ombudsman Service is a dispute resolution service, not the regulator of the insurance industry. So it's not our role to fine, censure or punish a business. Our role is to look at whether a business has acted fairly in the circumstances of the complaint, and decide what it needs to do where it hasn't.

I've not commented on each and every point Mr C raised, but instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, but it simply reflects the informal nature of the Financial Ombudsman Service. I assure Mr C however, that I've read and considered everything he's provided.

Aviva's use of L

Mr C said D was listed on Aviva's agent's network as an approved repairer and asked why Aviva didn't use D in the first place.

The policy terms say in the event of damage, Aviva will arrange for the car to be taken to one of its approved repairers. Aviva has confirmed that D is not an approved repairer within its network, but in any case, I think the terms make it clear Aviva can send the car to any one of its approved repairers. So it wasn't required to send Mr C's car to one particular repairer.

The terms also say Aviva can take the car to a repairer of Mr C's choice, but this means Aviva will not provide a courtesy car and Mr C will need to pay a further excess. Like our Investigator, I don't think Aviva was required to point this out to Mr C when he made the claim, and I think it was down to Mr C to ask Aviva if he wanted this.

I've nonetheless considered the impact on Mr C, of Aviva's decision to use L.

Initial repairs in March 2023

Aviva says it can't confirm if the further damage Mr C reported in June 2023 was due to the initial repairs. This is based on comments by L that the seal on the aerial was intact. L said the ingress was likely caused by the fin splitting during the initial damage. But I don't agree this was likely the cause. I'll explain why.

The report from March 2023 includes pictures of the aerial and I can't see that these pictures show water ingress. Importantly, the email from D to L in September 2023 shows it was D's opinion, as a manufacturer dealer, that the water ingress was due to a poor repair to the roof area previously. D's email included a link to a video, which I've been able to view. The video shows D's agent point to what appears to be a seal on the underside of the aerial/aerial cover. Furthermore, D's invoice states the roof had a poor repair and the aerial wasn't sealed.

I find D's comments to be persuasive in the circumstances. So I think, on balance, that the shortcomings in the initial repair allowed water ingress and caused further damage. And I think the subsequent repairs were needed because of problems with L's initial repair. So I don't think L's initial repair was carried out to a reasonable standard.

Subsequent repairs

The invoice from D shows that L was to repair the roof first and that D would then fit a new telematics unit and aerial. This is in line with the information L gave Mr C in its

email in September 2023.

I understand that Mr C wants a report for the subsequent repairs, beyond the invoice from D. But given that the repairs have now been carried out, I'm not going to direct Aviva to provide a further report, as I don't see it's necessary in the circumstances. And if there were issues with the repairs carried out, I think Mr C would likely have been aware by now.

In connection with the above, Aviva has not provided an explanation for the journeys outlined by Mr C. I agree with our Investigator that this would have impacted on Mr C and I think it would have caused him frustration.

Lifetime guarantee

Mr C asked Aviva to provide a lifetime guarantee.

The terms of the policy say:

Repair guarantee

We will provide a lifetime guarantee on repair quality carried out on your car by our approved repairer for as long as you continuously insure your car with us. If you no longer insure your car with us, we will continue to guarantee the repair quality carried out on your car by our approved repairer for a period of three years from the date of completion of the repairs, or for the remainder of the original manufacturer's warranty for your car if greater than three years. Repair quality means bodywork repairs, paint repairs and 'workmanship' which is the work carried out by skilled technicians.

All parts fitted to your car by our approved repairer will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

Having reviewed the terms, I think they provide a reasonable guarantee on the repairs carried out, so I won't be asking Aviva to provide a guarantee beyond this.

Poor service

I've explained above why I'm satisfied the initial repairs were likely the cause of the subsequent issues and the need for subsequent repairs. Had adequate repairs been carried out initially in March 2023, I don't think Mr C would have experienced further issues, and I think he'd have avoided the consequences of the repairs between August and November 2023.

Aviva hasn't explained sufficiently why it took between August and November 2023 to carry out the outstanding repairs. And as outlined above, the lack of further information has made it difficult to clarify matters. Aviva says the time taken by D was out of its control, but given that D was instructed by Aviva's agent (L), this doesn't change Aviva's duty to handle claims promptly. Aviva accepts it didn't update Mr C as much as it should have, and this meant he had to chase the parties involved. It also accepts Mr C didn't receive call backs that were promised and the service was not to the expected standard. It accepts there were delays caused by waiting on the engineer's authorisation. Keeping in mind what Mr C has said, and what Aviva has accepted, I'm satisfied there was poor service, delays and poor communication during the subsequent repairs. And I think this would have caused Mr C distress, inconvenience and frustration.

Courtesy car

Mr C says he requested a more appropriate courtesy car given the extended period of repairs and this was not provided.

Because Mr C doesn't have the hire car benefit on his policy, I've reviewed the courtesy car terms. This says that a courtesy car is not intended to be an exact replacement for Mr C's car. And Mr C's schedule says his courtesy car benefit is limited to a three-door car for the duration of repairs.

I'm satisfied that the courtesy car Mr C says he was provided, meets the requirements under his policy, so I don't think Aviva was required to provide a courtesy car more comparable to his car. But because of the poor repairs, and the delays in rectifying this, Mr C would have had loss of enjoyment in driving a car that was not to the same standard as his, and I think this would have caused him some distress and inconvenience.

Because Mr C would always have had to make his car finance and road tax payments, for as long as he was driving, I don't think it's fair to direct Aviva to pay these costs.

Excess

Mr C asked Aviva to return his £750 excess because of the problems with the initial repair.

The terms make it clear the excess is an amount Mr C will have to pay towards any claim, and his policy documents show his excess, in the circumstances of his claim, is £750.

Because Mr C did make a claim, and because Aviva did ultimately carry out the repairs under the claim, I think it's fair for Mr C to pay his excess. So I won't be directing Aviva to return this to him.

Fair and reasonable compensation

Mr C says compensation can't be decided until the full information about all the repairs undertaken is provided. As an informal service, it's not practical for us to keep complaints open indefinitely. If there were problems with the repairs, I'd expect Mr C to have reported them by now.

I appreciate Mr C wanting further information and reports, but I don't think this is likely to change the conclusion that Aviva carried out poor repairs to begin with, causing further damage, that Aviva took an unreasonable amount of time to complete the subsequent repairs, provided poor service and communicated poorly. And I don't think this information is likely to change the impact of Aviva's actions on Mr C. Ultimately, he had to wait till November 2023 for his car to finally be repaired.

As outlined above, I think Aviva's actions caused Mr C considerable distress, frustration and significant inconvenience and disruption. This lasted over a number of months. But I think the £450 compensation the Investigator recommended is fair and reasonable in the circumstances, so I will direct Aviva to pay this. Aviva can deduct from this amount any compensation it has already paid Mr C.

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.

Aviva accepted my provisional decision. Mr C said he wasn't happy with my provisional decision, and he felt the level of compensation recommended was not enough. But he said he had no additional information to provide.

I appreciate Mr C is unhappy with the outcome, but I haven't been provided with any new information, so I don't see any reason to change the outcome I proposed in my provisional decision.

My final decision

For the reasons given above, I require Aviva Insurance Limited to:

- Pay Mr C a total of £450 compensation, subject to my comments above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 December 2024.

Monjur Alam
Ombudsman