

## **The complaint**

Miss T complains about the way Aviva Insurance Limited handled a claim she made on her motor insurance policy.

Any reference to Aviva also includes its appointed agents.

## **What happened**

Miss T was involved in an accident whilst driving her car in March 2023. She made a claim on her Aviva motor insurance policy and it instructed a garage to carry out repairs to the vehicle. The car was then returned to Miss T after around two months.

In May 2024 Miss T complained to Aviva. She said there had been issues with the car since it had been returned. She said the engine splash shield hadn't been put back on properly and was rattling. She later found bolt covers were missing from her tyres. There was also an issue with the alignment of the doors.

Aviva issued a complaint final response letter (FRL) on 29 May 2024. It accepted work hadn't been completed correctly and this had meant rectification work had been needed on several occasions. It said it would pay £500 compensation for the unnecessary distress and inconvenience caused. It also said an engineer would discuss any further rectification needed, and - if works were needed due to accident-related repairs - it would be arranged for her.

Unsatisfied with Aviva's response, Miss T referred her complaint to the Financial Ombudsman Service for an independent review. She said staff at the garage were rude and dismissive to her and she'd spent many hours trying to resolve the issues caused by the garage. She said the doors were rectified, and she'd been provided with a hire car, but this had all caused considerable inconvenience.

Our Investigator noted Aviva's poor repairs had caused Miss T unnecessary distress and inconvenience. She thought Aviva's offer was fair to recognise the inconvenience caused and was in line with similar awards made this Service. So she didn't recommend Aviva to anything more to put things right.

Miss T asked for an Ombudsman to consider matters, she felt compensation should be between £700-£800. She said leaving the engine shield loose could have caused an accident. She also said given the door alignment issue, the car could have been damaged by water ingress.

## **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 agree with the outcome reached by our Investigator, for the same reasons.

It's not in dispute that the repairs initially carried out to Miss T's car weren't done to an acceptable standard. It's not unreasonable for Miss T to expect repairs to be carried out to a good standard having made a claim under his insurance policy. But the role of this Service is to decide whether Aviva has responded to the complaint reasonably, and – where mistakes

have been made – it made appropriate steps to put things right. Having reviewed matters, I consider it has done so in the circumstances of this complaint.

This Service has published guidelines for compensation awards. I'm satisfied Aviva has made a reasonable award in line with those published guidelines. An award between £300 to £750 is usually made where the mistake has caused considerable distress, upset and worry which lasted many weeks or months. In making an award in the middle of this bracket, I consider Aviva has considered it fairly in line with the approach of this Service. Overall, whilst it did cause inconvenience to Miss T, it seems to me to have acted quickly to rectify issues when Miss T raised them.

I also consider that, in Miss T confirming a hire car was provided whilst issues were rectified, it did limit further inconvenience to Miss T.

Some of Miss T's concerns relate to what might have happened, as a result of the engine shield being loose, or a potential for water ingress through poorly fitting doors. But when considering awards for distress and inconvenience this Service only considers what did happen, not what could potentially have happened, but didn't. In this case I haven't seen any evidence that the initial poor repairs caused further damage to the vehicle. So whilst I understand the point Miss T is making, I'm not persuaded it means Aviva should pay more compensation.

### **My final decision**

My final decision is I'm not going to ask Aviva insurance Limited to do any more to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 24 December 2024.

Michelle Henderson  
**Ombudsman**