

The complaint

Mr & Mrs B complains about how Aviva Insurance Limited ("Aviva") handled a claim under their car insurance policy. When I mention Aviva I also mean its repairers and suppliers.

What happened

Mr & Mrs B had a motor insurance policy with Aviva covering their car which was only a few months old.

In 20 January 2023 their car was stationary when it was hit from behind by a third party, causing substantial damage.

They contacted Aviva and made a claim.

Their car was recovered and assessed by Aviva's approved repairer. There were problems with the recovery and assessment processes. Aviva provided them with a courtesy or hire car which they said wasn't up to the standard of their own car.

Mr & Mrs B made several complaints about different aspects of Aviva's service during this time.

Their car was returned to them and displayed further problems. Repairs to these issues went on for many months, and were continuing into summer 2024.

This complaint is about the poor repairs and communication from Aviva until the date of Aviva's final response on this matter, which was 23 January 2024.

Aviva said it would pay Mr & Mrs B £1,000 compensation for its poor service.

Mr & Mrs B remained unhappy and brought their complaint to this service. They complain about the repairs not being done well, and Aviva's poor communication with them. They say this has caused them significant distress and inconvenience trying to sort out the claim.

Our investigator looked into Mr & Mrs B's complaint and thought it wouldn't be upheld. She said she thought Aviva's overall compensation was fair and in line with this service's guidelines.

Mr & Mrs B didn't agree with the view. They continued to talk about the ongoing complaints they had with Aviva, mainly about the ongoing repair problems they'd been having.

Because they didn't agree, their complaint has been passed to me to make a decision.

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 going to start by saying to Mr & Mrs B that while I'm not upholding this

complaint, they can make further complaints to Aviva about its ongoing service during their claim. If they remain unhappy they can bring their complaints to this service in due course.

In their approach to this service I can also see they've commented on other aspects of their claims journey that I can't see have been made to Aviva, or for which they haven't had a final response. If they wish to, they can include these areas in their complaint to Aviva.

In this decision, under the rules of this service, I can only consider the complaint about the repairs and communication until the date of Aviva's final response which was on 23 January 2024.

In considering this complaint, I'd like to reassure Mr & Mrs B that I have read all of the file. But I won't refer to it all here, as much of it relates to their ongoing issues mentioned above. This is inline with the informal nature of this service as an independent dispute resolution service. Instead, I've focused my attention on the initial, albeit year-long, period of their claim.

I can see from the file that Aviva has said its service wasn't good enough. It has said it's taken too long for repairs to happen, and its communications with them has been poor.

I've read many parts of the file that involved several months of time, and multiple emails and calls from Mr & Mrs B to Aviva, to sort out issues with the car after it'd apparently been repaired. I can see from their evidence that Mr & Mrs B are deeply unhappy with the service they've had, and that it's caused them significant inconvenience.

They also talk about their distress at not being able to enjoy their car, which was nearly new at the time of the collision. Aviva caused some significant distress by saying their car wasn't damaged while in its care, and directing Mr & Mrs B to make a further insurance claim to fix the damage. It later agreed to cover the damage.

Aviva has shown evidence that there were spare parts supply issues caused by the manufacturer, which I can't fairly say its responsible for.

As Aviva has already admitted it made errors in its service, I'm left to consider whether its offer of £1,000 compensation is sufficient in the circumstances.

I've thought carefully about this and considered this service's guidelines on compensation. And taking everything into account, I think its offer is sufficient and in line with what we'd expect. I know Mr & Mrs B may be unhappy with this, but again I'd reiterate that this compensation is only about the first period of the claim, up to 23 January 2024. If Mr & Mrs B wish to accept Aviva's offer, then they should now do so.

It's my understanding that a complaint has been made about the ongoing claim, and that will be considered separately to this decision if it reaches this service.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 27 January 2025.

Richard Sowden
Ombudsman