

## **The complaint**

Mr A complains about how Aviva Insurance Limited handled a claim made on his motor insurance policy.

## **What happened**

Mr A's car was damaged in an incident, and he made a claim on his policy. Aviva took his car for repairs, but it took two months for these to be completed and Mr A said he had to source needed parts himself. He said he incurred a £40 cancellation charge for a hire car he'd booked when he thought there would be a week's delay in his car being collected for repairs.

Mr A was unhappy with Aviva's lack of service, with its communication about the repairs, and the way it dealt with his complaint about the delays with the repairs. He was very concerned that the delay risked his manufacturer warranty becoming invalid.

Aviva replied to Mr A's complaint after the repairs had been completed. It apologised for the lack of contact from its approved repairer and thanked Mr A for his help in sourcing parts. But Mr A was unhappy with the lack of acknowledgement of his trouble and upset and that Aviva hadn't acted to resolve his complaint.

Our Investigator didn't recommend that the complaint should be upheld. He thought Aviva wasn't responsible for the cancellation charge Mr A incurred for his hire car. He thought the supply of parts was outside Aviva's control and that two months to complete the repairs wasn't unreasonable. He thought Aviva had apologised for the lack of updates from its repairer and had acknowledged that Mr A had helped obtain parts. So he thought it didn't need to do anything further.

Mr A replied clarifying that he was very happy with the quality of repairs. He said he had booked a hire car because Aviva had told him his car wouldn't be collected for a week, leaving him without transport. He said Aviva hadn't acted to resolve his concerns about delays in the repairs. He said this was done by himself and the repairer at his instigation, which he thought was unacceptable.

## **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.

Mr A has explained that he was caused worry and stress when he thought the repairs couldn't be completed before his car required a service to meet his warranty conditions. I can understand that this must have been stressful and frustrating for him.

Aviva has a responsibility to deal with claims promptly and fairly. So, like the Investigator, I've looked at the claim journey, to see if Aviva caused any avoidable delays in the claim. And I've also looked at the level of service it provided.

When Mr A first notified Aviva of his claim, I'm satisfied that it dealt with it promptly and allocated it to a repairer. This repairer couldn't collect the car for week, and so the repairs

were reallocated, and the car was collected the following day. Mr A was then provided with a courtesy car in keeping with his policy's terms and conditions.

In the meantime, Mr A had booked a hire car as he thought he'd be without transport for a week. So he cancelled the hire car as it wasn't then needed, and he incurred a £40 charge. I can understand that Mr A needed transport. But I can't reasonably hold Aviva responsible for Mr A's decision to hire a car or for the cancellation arrangements he agreed with the hire company. So I can't say it's responsible for this charge.

I can see that Mr A told Aviva about the deadline for his warranty service several times. And then he raised a complaint about the delays in obtaining parts to complete the repairs about two months before the warranty service was due.

Mr A thought Aviva hadn't acted on his complaint. But I disagree as I can see from its file that it acknowledged it and pursued his concern with the repairer and its in-house engineer to look for alternative solutions to complete the repairs. I think that was fair and reasonable, as I'll explain below.

In the meantime, Mr A researched alternative sources for the parts which the repairer said were on back order due to global supply chain problems. I can understand that this was frustrating for Mr A, but this was outside Aviva's control. However, we don't expect a consumer to wait indefinitely for repairs to be completed. And we expect that when there is an indefinite delay, then insurers should look for alternative options.

In this case, the repairer accepted the advice provided by Mr A. The parts were sourced, and the repairs completed well before his warranty service was due. And Mr A said he was very happy with the quality of the repairs.

I can see that this was a stressful time for Mr A. But I can only consider actual rather than potential losses. Mr A's warranty wasn't affected. And, although I can understand Mr A's worry, the repairs were completed within two months. And I don't think this is unreasonable given the current difficulties in obtaining parts. And Aviva has acknowledged the assistance Mr A provided. So I don't think it needs to do anything further.

Mr A said he had to chase Aviva and the repairer for updates during this time. Aviva said it relied on the repairer to provide updates on repairs. And, as the repairer was carrying them out, then I think that's reasonable customer service. Looking at the file, I can see that Mr A was in frequent email contact with Aviva about the parts. And he visited the repairer to check on progress and liaised with it to obtain a needed part from Europe.

I can understand Mr A's anxiety at the time, but I wouldn't expect updates to be provided unless there was news for him. However, I accept that it's good customer service to contact customers regularly, especially when their needs are pressing. And I can see that Aviva apologised to Mr A for this lack of communication. As this didn't cause Mr A any losses, I think that was fair and reasonable and I don't require Aviva to do anything further.

### **My final decision**

For the reasons given 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 A to accept or reject my decision before 3 March 2025.

Phillip Berechree  
**Ombudsman**