

## **The complaint**

Mr B and Mrs B complain Aviva Insurance Limited (Aviva) didn't complete satisfactory repairs to Mrs B's car after she made a claim on her motor insurance policy, and that it provided a poor level of service.

References to Mrs B or Mr B, will include the other.

There are several parties and representatives of Aviva involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Aviva.

## **What happened**

Mrs B's car was involved in a collision with a third-party in January 2023. After making a claim on her motor insurance policy Aviva's approved repairer repaired her car.

At the end of January 2024 when Mrs B's car was returned to her, she found issues with it. The rear washer jet wasn't working and there were issues with the windscreen trim. Aviva said its approved repairer would get in touch to resolve the issues, however Mrs B said this didn't happen promptly. The car went back to the approved repairers for this damage to be repaired when new parts were obtained.

When it was returned Mrs B found a new scratch to her car. She contacted Aviva's approved repairer. Mr B said the approved repairer implied the damage had been caused by Mrs B.

Mr B sent two letters to Aviva of which he didn't receive a response. On 26 March 2024 Aviva sent an automated email saying the case was now closed. Mr B accessed Aviva's online portal to request this didn't happen and asked for a response, but no response was received.

Because Mr B was not happy with Aviva, he brought the complaint to our service.

After the complaint was brought to our service Aviva made a proactive offer of £400 for the poor communication received. It said the car would need to go back to its approved repairer for further inspection. Mr B didn't accept this offer.

Our investigator upheld the complaint. They looked into the case and agreed the lack of response from Aviva to Mr B's emails and web portal contact would cause disappointment and distress. They said Aviva should pay a total of £600 compensation and allow Mr and Mrs B to take the car to a repairer of their choice for an assessment of the damage and it should review and pay for any repairs identified; subject to reasonable evidence and costs quoted.

As Mr B is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

It is important for me to be clear that the scope of this complaint is to consider the events which occurred after 23 January 2024. I am unable to comment on, or consider anything that happened prior to this date because this has already been considered in a previous complaint from Mrs B.

When Mrs B's car was returned to her towards the end of January 2024 it should have been returned in pre incident condition and it wasn't. I recognise it will have been very frustrating to find further damage to it that wasn't related to the incident.

I saw the car was returned to Aviva's approved repairer in February 2024 for the new damage to be repaired but on its return there was again new damage to the car by way of a scratch.

I saw when Mrs B submitted images of the scratch to the approved repairer it said it couldn't see the damage and that this was due to the dirt on the car. Mrs B said the approved repairer implied she may have caused the alleged damage. Because she was upset she told it she would be back in touch. Mr B then took over dealing with the issue and he contacted Aviva directly rather than deal with its approved repairer.

I saw evidence Mr B emailed Aviva on both 26 February 2024 and 5 March 2024 regarding the issue with the repairs. He didn't get any response, but on 26 March 2024 Aviva informed him by email it had closed the case. However, it had not addressed his complaint. It also confirmed to our service that its approved repairer had closed the case in April 2024 because Mrs B had not been in contact with it for the car to be assessed as she said she would do.

Since February 2024 there has been no progression on this issue and the reported damage to the car still has not been assessed by Aviva.

When the complaint was brought to our service, Aviva accepted the level of service provided and communication to Mr and Mrs B was poor. It made an offer of £250 compensation for the poor communication it had provided. This was further increased to £400. And to resolve this complaint it said Mr and Mrs B could return the car to its approved repairer for an assessment.

I recognise there have been numerous service and communication issues and our Service would consider the impact of the mistakes has caused distress, upset, worry and significant inconvenience and disruption that required extra effort by Mr and Mrs B to sort out. Therefore I think this offer should be increased. I consider £600 is a fair and reasonable amount. I understand Mr B feels it should be a much higher award, however £600 is in line with what our service would recommend.

In reference to the required assessment of the outstanding damage, Mr B has said he was unhappy to use Aviva's approved repairer due to repeated damage, failure to repair and the offensive statement made to Mrs B about the scratch to the car. Based on the experience to date with this repairer I can understand this, and I agree with our investigator that it is more appropriate for it to be looked at by another repairer.

I require Aviva to allow Mr and Mrs B to choose if to take the car to a repairer of their choice for an assessment of the damage to the car and completion of any required repairs, or for

Aviva to organise for an alternative approved repairer to assess the damage and complete any required repairs; which would avoid Mr and Mrs B having to take their own time to organise things.

If Mr and Mrs B choose to use a garage of their own choice, a quote for the required repairs should be provided to Aviva to review. Subject to reasonable evidence of repairs and repair quote costs Aviva must settle the cost of the repair work required.

Therefore, I uphold Mr and Mrs B's complaint and require Aviva to pay a total of £600 compensation. It must also pay for the assessment of the outstanding damage to the car, and the cost of any repairs.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require Aviva Insurance Limited to pay Mrs B £600 compensation for the poor level of service received. It must also allow Mr and Mrs B to choose either;

- To take the car to a repairer of their choice for an assessment of the outstanding damage to the car and completion of any required repairs, subject to reasonable evidence being provided.
- or for Aviva to organise for an alternative approved repairer to assess the outstanding damage and complete any required repairs.

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 10 April 2025.

Sally-Ann Harding  
**Ombudsman**