

The complaint

Mr G complains about the way Aviva Insurance Limited has handled a claim he made on his motor insurance policy.

What happened

In late 2023 Mr G was involved in an accident whilst driving his vehicle. Aviva carried out some repairs to the driver's side of the car however Mr G wasn't happy with the quality. The garage carried out further work to the vehicle on a couple of occasions, but Mr G remained dissatisfied and complained to Aviva.

He said there was issues with the re-spray to sections of the car, and that the garage had caused further damage in the form of scratches to various areas, including a window.

Aviva had the car inspected by an engineer, H, to determine whether the garage could be held responsible for the damage. Having done so it issued a complaint final response letter (FRL) and agreed the garage was responsible for some issues, including with the paintwork. It said if Mr G didn't want the garage to carry out the repairs, it could offer a cash in lieu payment of just under £2,000 for the repairs. It said it would also pay £600 towards Mr G's hire costs whilst the matter was resolved. And to apologise for the inconvenience it had caused by Mr G, it would pay £350 compensation. It didn't, however, accept the garage was responsible for causing some of the scratches noted.

Unsatisfied with that response, Mr G asked the Financial Ombudsman Service to review the complaint; he also asked some questions of Aviva's engineer.

In response Aviva said it would increase its offer. It said it would also cover the cost of replacing two windows which had been scratched. It said its total offer for repairs was now £2,387.81, with the hire costs and compensation offer remaining the same.

Our Investigator was satisfied this was a fair offer to resolve matters. Mr G didn't accept it. He didn't think the engineer H who inspected the car could be considered independent of Aviva. He wanted an independent assessor appointed to review the vehicle. He also wasn't sure whether he would be able to get the repairs carried out for the offer Aviva had made. He also wanted to know why another garage Aviva approached had refused to do the work.

Our Investigator wasn't minded to change his outcome, he said if Mr G could provide a quote for the works needed from another garage, he'd consider it.

As the matter wasn't resolved, it has come to me to decide.

Having done so, I contacted Aviva as it seemed it had missed VAT off its increased offer it had made, when it had previously included it in its first offer. Aviva accepted that was likely the case, and so confirmed its offer was £2,698.80 for all of the works needed. Our Investigator confirmed this to Mr G. In response he said he'd taken his car to another garage, at the request of Aviva, but the garage was unaware of the work needed. So matters hadn't progressed.

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.

As this is an informal service I'm not going to respond to, or comment on, every point made, or piece of evidence referred to. But I'd like to reassure both parties that I've read and considered everything that has been provided.

It's not in dispute that Aviva failed, on a number of occasions, to carry out a satisfactory repair to Mr G's vehicle. So, I'm not going to review that in detail. Instead, I need to decide if Aviva's offer to put matters right is fair and reasonable. I understand from Mr G's recent communication to this Service that matters have possibly moved on, with Aviva arranging another garage looking at the work needed, although this hasn't been resolved. I want to be clear I'm only looking at Aviva's handling of matters up to the FRL. I have, however, asked our Investigator to confirm to Aviva that Mr G is awaiting contact from it.

From comments Mr G has made I think his preference is for Aviva to carry out the rectification works needed. This was offered, as we'd expect an insurer to do. However, Mr G declined as it would've meant returning to the garage which carried out works initially. I understand Mr G's reservations in doing so, given the experience he'd had. But I don't think this means Aviva acted unfairly. It said it asked another garage, and it declined the work. Mr G asked that we get more detail on that from Aviva on why it declined. I don't think I need that to decide this case, because my role is to ultimately decide if Aviva made a fair offer of cash settlement (in lieu of repairs), and I think it did.

Aviva used an engineer, H, to come up with a cost estimate for the rectification works needed as a result of the poor repair.

I know Mr G has doubts as to whether H is independent or not, but I'm not going to make a finding on that here. H's independence from, or links to, Aviva doesn't, in my view, in itself mean its offer is unfair. Nor do I think it means Aviva should have another assessor, independently chosen, to assess the vehicle. H, as an engineer, assessed the work needed to Mr G's car and Aviva based its offer on the costs quoted. It broke this down between what it considers to be a labour charge, and the cost of the materials. Mr G says he doesn't know if he can get the repairs done for those costs, but he also hasn't provided anything to show that he can't. Or that H's costings are too low.

Aviva recognised Mr G would likely be without his vehicle for around a week for the works needed (which involved a respray and the replacement of two windows). It has therefore, on top of the repairs, said it will pay Mr G £600 to account for the likely hire costs. From the research I've carried out this seems a fair amount to cover a week's hire cost. And Mr G hasn't provided any quotes to show he'd likely be charged a higher amount.

Mr G says it could take longer than a week; if that were the case, I'd expect Aviva to consider further costs. But I can't require it to pay more than it's offered now. The works needed to the car mainly involve a respray and replacing windows. I think a week to carry out these works is most likely to be sufficient, especially as Mr G will be able to explain in advance what is needed so that items can be ordered before work starts.

Clearly Aviva has caused Mr G inconvenience, he had to make extra trips to the garage that carried out repairs, owing to the issues. He will also be inconvenienced by being without his vehicle when the work rectification work is carried out. I'm satisfied Aviva's offer of £350 accounts for that inconvenience. This Service makes awards at that level where a businesses mistakes have had an impact over a number of weeks, I'm satisfied this is reasonable. Whilst I realise the whole claim has been ongoing for longer than a few weeks, that is not all down to Aviva's failing. And Mr G does have use of the vehicle, even with the works needed outstanding.

My final decision

My final decision is that Aviva Insurance Limited has made a fair offer to resolve the complaint. As such I direct it to:

- Instruct the original garage to carry out the necessary works, or
- Cash settle for the repairs at £2,698.80
- Pay Mr G £600 as compensation for hire costs likely to be incurred when the works take place.
- Pay £350 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 June 2025.

Michelle Henderson
Ombudsman