

The complaint

Mr R complains about the repairs Aviva Insurance Limited (Aviva) carried out on his vehicle after he submitted a claim under his motor insurance policy.

Mr R is being represented in this complaint, but as he is the policyholder, and for ease, I've referred to him throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In October 2023 Mr R was unfortunately involved in an accident with another vehicle and so reported a claim under his motor insurance policy. Aviva accepted Mr R's claim and arranged for the repairs to be carried out on his vehicle.

Mr R wasn't happy with the repairs carried out and said the bonnet was misaligned. Mr R spoke with the repairer who said the outstanding issues were a pre-existing issue and not caused by the accident. Mr R arranged for his own repairer to review his vehicle who said the vehicle should have been declared a total loss. Mr R provided this report to Aviva and submitted a complaint.

Aviva arranged for an independent inspection to be carried out on Mr R's vehicle and on 20 May 2024 issued Mr R with a final response to his complaint. It said:

- It is able to repair up to 100% of the vehicle valuation and its engineer confirmed the vehicle was repairable.
- It should have offered Mr R a cash settlement for the repairs due to the previous poor repair on the vehicle
- The independent engineer agreed there were three outstanding issues with repairs and so Aviva would be paying a settlement of £535.46 for these repairs.
- It would reimburse Mr R for the engineer report he paid for if he provided it with the invoice. It also offered £300 compensation for the distress and inconvenience caused.

Mr R referred his complaint to this Service and our investigator looked into things. He said he thought as the cost of repairs didn't exceed the value of Mr R's vehicle, Aviva were entitled to repair it. He said he thought it was likely the existing damage to Mr R's vehicle was related to poor previous repairs and thought the £300 compensation Aviva had offered was reasonable in the circumstances.

Mr R didn't agree with our investigator. He said there were ongoing issues with the vehicle due to it being misaligned. He said he believed the damage to the bonnet was from the recent accident and not related to previous repairs.

As Mr R didn't agree with our investigator, the complaint has been passed to me to decide.

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.

I want to acknowledge I've summarised Mr R's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr R and Aviva I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Aviva should handle claims promptly and fairly. Mr R says Aviva didn't assess his vehicle correctly and should have declared it a total loss. Aviva have said its engineer confirmed the vehicle was repairable. So, I've considered whether it was reasonable for Aviva to repair Mr R's vehicle.

The terms of Mr R's policy explain in the event of a claim Aviva will repair the vehicle or pay a cash amount equal to the loss or damage. I've reviewed the repair estimate from Aviva against the value the independent engineer has placed on Mr R's vehicle and can see the cost of repairs were around 90% of the value of the vehicle.

Whilst I'm slightly surprised Aviva made the decision to repair Mr R's vehicle in these circumstances, I think it was reasonable for it to do so. The independent engineer has said they think Aviva should have offered a cash settlement rather than repair the vehicle, but hasn't said he thinks the vehicle should have been declared a total loss. And so, as the cost of repairs fell below the market value of the vehicle, I think it was reasonable for Aviva to repair it rather than declare it a total loss.

Once Mr R's vehicle was returned, he highlighted issues with the repairs, particularly regarding the alignment of the bonnet. Both Mr R's repairer and the independent engineer have agreed there were issues with the repair. The independent engineer has highlighted three issues with the vehicle, including the alignment of the bonnet and said these require repair. The engineer calculated the cost of these repairs to be £535.46 and Aviva has offered a cash settlement to Mr R for these repairs. I think this is reasonable as it allows Mr R to have the outstanding repairs carried out at a repairer of his choice.

There has been a disagreement between Aviva and Mr R regarding whether the issue with the bonnet is related to the previous total loss and repair, or due to the more recent accident. However, Aviva have included the repairs to the bonnet, suggested by the independent engineer, within the cash settlement it has offered to Mr R. As the repairs to the bonnet have been included within the cash settlement, I don't need to decide whether the damage to the bonnet was pre-existing or not.

Mr R has said he has paid to have the suspension arm replaced due to the misalignment caused by the accident, but the misalignment is causing further issues. Mr R told this Service he was looking to take the vehicle to the manufacturer to get a report to show the damage was related to this accident. However, no report has been provided at this time.

I've not seen any evidence Mr R has raised the further issues with the vehicle to Aviva or the independent engineer. Nor have I seen any reports confirming there are outstanding issues with the vehicle other than those highlighted by the independent engineer which Mr R has been offered a settlement for. So, based on the evidence available, I'm not persuaded any outstanding issues Mr R has said exist on the vehicle are the responsibility of Aviva. If Mr R does obtain a report from the manufacturer which confirms there are outstanding issues with the vehicle related to the accident or repair carried out by Aviva, he should look to provide

this to Aviva in the first instance.

Aviva have acknowledged it should have offered Mr R a cash settlement for the repairs to his vehicle in the first instance. It also acknowledged there were delays in instructing the independent engineer. It has offered Mr R £300 compensation and agreed to reimburse Mr R the cost of the report he obtained, and so I've considered whether this is reasonable to acknowledge the impact to Mr R.

I think Mr R has been caused some unnecessary distress and inconvenience due to the way Aviva have handled Mr R's claim. Mr R has had to spend time having his vehicle assessed by his own repairer and the independent engineer, as well as needing to arrange further repairs on his vehicle. I think the £300 compensation Aviva have offered fairly takes into consideration the impact Aviva's errors have had on Mr R so I don't require it to increase this offer. I think its offer to reimburse Mr R the cost of the engineer report he obtained on the receipt of an invoice is a reasonable one.

I know this will be disappointing for Mr R. However, for the reasons I've explained I think Aviva have handled Mr R's claim fairly and appropriately compensated him for its errors.

My final decision

Aviva Insurance Limited have already offered to pay Mr R a cash settlement of £535.46, £300 compensation and the cost of his engineer's report on receipt of an invoice, and I think this is fair in all the circumstances.

So, my decision is Aviva should pay this to Mr R if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 29 July 2025.

Andrew Clarke
Ombudsman