

## **The complaint**

Mr M has complained about the standard of repairs to his car and the customer service from Aviva Insurance Limited following his claim under his motor policy, after an accident.

## **What happened**

Mr M was involved in an accident and made a claim to Aviva. Mr M said his car went missing on the journey to the approved repairers and eventually arrived at the approved repairers with the interior saturated with water. Mr M said Aviva never explained why this had happened.

Then Mr M said his car was returned to him with some of the repairs done to a poor standard.

Aviva agreed its communications with Mr M was poor. And it agreed some of the repairs weren't up to standard. So, it paid him £250 compensation and said its engineer would inspect the substandard repairs. However, Mr M said the engineer wrongly decided the remaining issues with his car weren't accident related.

So, he brought his complaint to us. The investigator was of the view it should be upheld. He thought Aviva should either arrange for its approved repairers to correct or redo the repairs or allow Mr M to arrange the repair and then pay for it on Mr M's behalf. He also thought Aviva should increase the compensation to £350 in total.

Both Aviva and Mr M agreed.

However, Mr M said Aviva hadn't contacted him after four weeks. After the investigator had chased Aviva, it said it had made contact with Mr M. Mr M then confirmed Aviva had paid the compensation of £350 but was concerned that it now wanted to appoint an engineer again to assess his car and the repair estimates and he felt it might be backtracking from the investigator's recommendations. The investigator didn't think Aviva was being unreasonable in appointing an engineer, so Mr M agreed to this.

However later, Mr M came back to the investigator explaining he had told Aviva he was agreeable to it instructing its engineer but then had heard nothing from Aviva for over four weeks, so nothing had progressed. So, the investigator went back to Aviva and requested it to instruct its engineer and complete the car repairs for Mr M. Aviva never responded, so then Mr M's complaint was passed to me to decide.

I issued a provisional decision on 1 April, and I said the following:

'Having done so, I'm intending to uphold this complaint for further compensation along with a slightly different outcome.

The investigator's view detailed that Mr M had told Aviva that the faulty repairs were as follows:

- *"The front edge of the rear door displaying primer under the paint, indicating rubbing through during preparation*
- *A noticeable hard masking edge near the near side quarter panel*
- *A dent remains unresolved*
- *Excessive dirt evident in the paint on the rear bumper*
- *A chip present on the front (passenger) door."*

The investigator was clear that it was more likely than not, that these further issues occurred either throughout the repairs and/or were caused by the recovery of Mr M's car to the approved repairer.

The investigator said Aviva should either:

- *"Arrange for its approved repairer to correct or redo the repairs as necessary, or*
- *Allow Mr M to choose his own repairer to do the work and pay for it.*

*If there remains any dispute regarding the primer showing under the paint on the rear door or the repaired dent, Aviva should arrange for an independent inspection of this, or cover the costs of Mr M obtaining one. And if poor standard of repairs is confirmed, the above remedies should apply to this as well.*

*With regards to the chip on the front passenger door, in the absence of any evidence that this was pre-existing damage, Aviva should also apply one of the above remedies to ensure this is repaired to a reasonable standard."*

As well as Aviva paying Mr M £350 compensation.

I can see Mr M has confirmed Aviva has paid the compensation, but it hasn't sorted out the repairs yet, despite agreeing in writing to the investigator's intended outcome.

This is against the edicts of the Consumer Duty which Aviva is obliged by the regulator, the Financial Conduct Authority, to adhere to in order to ensure it is showing it is putting the customers' need first, and more so for this case, also acting in good faith. Aviva should be well aware of the extent of this Consumer Duty by now. So, given it has agreed with the investigator's outcome, I consider it now needs to complete the resolution of Mr M's complaint without any further delay.

I thought the outcome and redress as suggested by the investigator at that time was fair. However, I now consider it's plainly unreasonable that Aviva has simply stopped communicating with Mr M or indeed the investigator. So, I no longer consider that it's fair for Aviva to now instruct an engineer to inspect Mr M's car yet again so prolonging any resolution even further. Given Aviva has seen Mr M's estimates for

the costs to repair the issues still outstanding, I think it's far more reasonable now that Aviva simply pays Mr M the repair estimates he's obtained and let him get on and finish the repairs to his car, once and for all. I consider the outstanding repairs are not complicated or extensive either. If it is the case that Mr M has paid for any of the repair work already, then on proof of such payment, Aviva should add interest of 8% simple per year. This matter has simply dragged on too long given Aviva's lack of communication with Mr M and now us and that's unfair to Mr M.

I also think this lack of communication and dereliction of adhering to the overarching Consumer Duty by Aviva has caused Mr M significant further trouble and upset. To that end I consider Aviva should pay Mr M a further £150 making sure the total compensation to be paid to Mr M will be £500.'

Mr M accepted my provisional decision but unfortunately Aviva didn't respond.

### **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 again, and in the absence of any response from Aviva, with Mr M agreeing the outcome, I see no reason to depart from my provisional decision. Therefore, I uphold this complaint for those reasons as detailed in my provisional decision.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Aviva Insurance Limited to do the following:

- Pay the repair costs on the estimates which Mr M has already disclosed to it.
- If it's the case Mr M has already paid for any of the outstanding repairs himself, on proof of such payment it should add interest at 8% simple per year from the date Mr M paid for the repairs to the date it reimburses him. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mr M for HMRC purposes.
- Pay Mr M a further £150 compensation ensuring he has been paid a total of £500 compensation for the trouble and upset it has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 May 2025.

Rona Doyle  
**Ombudsman**