

The complaint

Mr M has complained about Aviva Insurance Limited's service in connection with his motor insurance policy. In particular he said it took too long to arrange repairs to his car. He was also unhappy with its response when he tried to make a premium payment.

What happened

In early October 2024 Mr M scraped his car against gates. There were no other vehicles involved in the incident. Mr M claimed on his policy and asked Aviva to repair the car. Aviva said its approved repairer would contact him within 48 hours. Mr M contacted Aviva again five days later as he hadn't heard anything. Aviva acknowledged that, owing to an issue with its system, it hadn't instructed the repairer. It apologised and paid Mr M £100 for the distress and inconvenience it had caused him.

The approved repairer assessed Mr M's car but was unable to start the repairs immediately.

A couple of weeks later Mr M was then in another accident that wasn't his fault. He asked Aviva to arrange both repairs at the same time. It said it would do so but a delay in obtaining parts for the car prevented the repairer from starting work straightaway.

Soon after, in early December 2024, Mr M contacted Aviva via online chat. He said his bank had made a mistake and his direct debit payment would fail. He asked if he could make payment using another method immediately. Aviva told him its system didn't show the payment as outstanding and it couldn't take the payment from him until it did. He asked if the missed payment would affect his credit score. Aviva's representative said they didn't know and that they could request information from their finance team who would provide an answer within 48 hours. Mr M asked Aviva to raise a complaint.

The next day Aviva issued Mr M a default notice to say his payment had been missed and the possible outcomes if he didn't make it. Mr M then successfully made the outstanding payment. He complained about Aviva's actions concerning the missing payment and the delays arranging repairs.

Aviva responded to Mr M's complaint. It said the car had now been booked in for repair. It added that the delay in receiving the required parts was beyond its control. It confirmed it had arranged a hire car for Mr M while the repairs were ongoing. Concerning his payment issue it said it wasn't able to take payment until the expected one was noted as outstanding. But it said that as he had now made payment this would not affect his credit file.

Mr M remained unhappy and brought his complaint to the Financial Ombudsman Service. One of our Investigators looked into it. He didn't think Aviva needed to take any further action. Mr M didn't agree with our Investigator's complaint assessment so the matter's been passed to me to determine.

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.

Delayed repairs

In early October 2024 when Mr M first reported damage to his car Aviva said its approved repairer would contact him within 48 hours. Owing to a system issue that didn't happen. But, when Mr M contacted it, five days later, Aviva promptly acknowledged the error. In response Aviva offered Mr M £100 compensation for his distress and inconvenience arising from the situation. It also arranged for the repairer to assess his car. I think that was a fair and reasonable response in the circumstances.

Mr M was very unfortunate in as much as, before the repairs had started, he and his car were involved in another incident which wasn't his fault. The car required further repairs. Aviva arranged for the same repairer to carry out both sets of repairs. But, because a part was on order which hadn't yet arrived, the repairer was unable to start the repairs promptly.

I can understand how frustrating Mr M found this. But, owing to a number of contributory factors, delays in receiving spare parts has been a common experience in recent years. And this is not something that is limited to Aviva, or insurance companies in general, but is widespread across the automotive industry. And I note Aviva had booked the car in for repair soon after the repairers received the necessary parts and before Mr M complained. I also note Aviva arranged a hire car for Mr M. In those circumstances I'm satisfied the delay caused in starting the repairs, beyond the initial system issue, wasn't because of anything Aviva did or didn't do.

I'll add that, after Mr M brought his complaint to the Financial Ombudsman Service, he's referred to other issues with the repairs. But those issues happened after Aviva had responded to the complaint I am considering here. And, as far as I'm aware, Aviva has not had the chance to respond to address Mr M's concerns on those points yet. As such I don't intend to comment on any additional complaints Mr M might have since he referred this complaint to us. If he hasn't already done so he can raise those with Aviva now.

Payment issues

Mr M was aware that, owing to a problem with his bank, his direct debit payment to Aviva would not go through. He was clearly acting proactively to try to minimise the impact of that by contacting Aviva and trying to arrange payment by another means. At that time Aviva's system was not showing that the payment had failed. So it said it couldn't take payment by another method.

I can understand, from Mr M's perspective, this was an unsatisfactory response. He knew the payment would fail and that he was going to have to arrange to pay it by other means. He didn't want to risk a failed payment negatively influencing his credit file and was in a position to make sure that didn't happen. But Aviva's processes seemed to be thwarting that.

On the flip side, from Aviva's perspective, it couldn't be sure that it wouldn't receive the payment. It wasn't at that point overdue. And if it had received two payments leading to an overpayment situation that would lead to an unnecessary administrative burden. That's because, while most of its payments systems will be automated, it's likely the requirement to issue a refund would need manual intervention. It's also possible it would have incurred a transaction fee from the credit card provider if it had taken payment in that way. And it seems it has set up its own procedures to avoid those situations arising. That is it will only take a payment by an alternative method once it's aware that the expected payment has been missed. That's something it's entitled to do.

It would have been helpful if Aviva could have reassured Mr M, at the time of his initial online chat, that if his payment did fail but he paid it promptly then this wouldn't affect his credit file. But it's apparent Aviva's representatives wasn't certain on this point and so said she'd raise a query which would be answered in under 48 hours. I think that was a fair response in the circumstances. Although I can understand that it didn't immediately allay Mr M's concerns.

Mr M was also upset because Aviva sent him a payment default notification even though he'd tried to make the payment to prevent that situation from arising. Most insurers have automated account systems, whereby, once the system recognises that an expected payment hasn't been received, it will automatically issue a default notification. That appears to have been the case here. And I can understand that, given his efforts to prevent this, Mr M found this exasperating. But I was pleased to note that Aviva responded to Mr M's concerns promptly. It confirmed that as he'd made the required payment his credit file would not be affected by the issue of the default notification. I think that was a timely and reasonable response in the circumstances. So I don't think Aviva needs to take any further action to put things right.

My final decision

For the reasons given above I do not require Aviva Insurance Limited to take any additional steps.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 June 2025.

Joe Scott
Ombudsman