

### **The complaint**

Mrs A has complained about the time Aviva Insurance Limited has taken to repair her car after she made a claim on her motor insurance policy.

### **What happened**

Mrs A was involved in an accident in November 2024 for which she claimed on her policy with Aviva in February 2025. Aviva let Mrs A know parts were on 'back order' but didn't give an expected time of delivery. In late March, Mrs A felt the claim was taking too long and asked Aviva if her car could be considered a 'total loss'. But they refused, saying the car was in a repairable condition.

Mrs A requested a courtesy car with similar features to her own. But Aviva would only allow the courtesy car she was driving.

Mrs A complained to Aviva. She requested to have her car repaired by her own local garage or for Aviva to write it off. Aviva sent a final response on 9 April 2025 saying they can't provide a timeframe for obtaining the back order part, that there are no safety issues with the courtesy car and Mrs A's discomfort was due to personal preference.

Mrs A wasn't happy so complained to our Service. Our Investigator considered Mrs A's complaint. He didn't think Aviva were responsible for the delays. And thought it was reasonable for them to stand by their decision to repair the car rather than write it off.

Mrs A disagreed and said she wanted Aviva to give her a deadline on when her repairs would be finished.

I can see there are ongoing concerns and Mrs A has complained about further delays and a missing charger. Our investigator limited the investigation up to the date Aviva sent their final response letter to Mrs A. On that basis, my decision only covers events up to that time. If Mrs A wants to make another complaint to Aviva, she's welcome to do so.

I understand Mrs A has now had her car returned.

### **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 ours is an informal service, I'm not going to respond to every point or piece of evidence Mrs A and Aviva have provided. Instead, I've focused on what I consider to be key or central to the complaint points. But I'd like to reassure both that I have considered everything submitted.

There's no dispute there was a delay in Aviva being able to repair Mrs A's car. I've thought about whether they handled the claim promptly and fairly in the circumstances by fulfilling

their obligations under the policy terms fairly and making sure any delays weren't unreasonable or avoidable.

Mrs A's policy says if her car is damaged, Aviva will repair it unless she notifies them that she wants them to pay someone else to – or pay Mrs A a cash amount equal to the loss or damage. It says they'll agree a settlement with her if her car is a write off – which is where it can't be economically repaired. It also says Aviva have full discretion in the settlement of Mrs A's claim.

Aviva chose to repair Mrs A's car rather than write it off. They carried out a valuation of the car and looked into how much it would cost to repair the damage. An engineer found the car could be repaired for around 23% of what they considered the market value. Aviva believed this meant the car could be economically repaired and I think this is fair. The policy allows Aviva to choose to repair the car rather than write off the car and I'm satisfied they've done so fairly based how much the repairs would cost versus the value of the car.

Mrs A submitted a report from the Claims Management Company (CMC) she dealt with before the claim came to Aviva. They had said the car would be written off. I don't doubt the CMC thought that's what should happen, but I'm still satisfied it's reasonable for Aviva to base their decision on what their own expert engineer advised.

It's clear the repairs took much longer than Mrs A expected, continuing past when Aviva issued their final response. The problem was with a steering part which had to be sought through back order from the vehicle manufacturer. Part availability can be an issue when vehicles are being repaired, particularly where the parts aren't common or readily available – and this appears to be the case here. Based on the interactions I've seen between Aviva and the repairer, I think it was out of Aviva's control that they couldn't obtain the part quickly as there was a nationwide shortage.

From what I've seen, the first time Aviva were aware of the shortage was in early March 2025. I've thought about whether it was reasonable to continue to wait after this or if they should have taken other action.

The policy allows Aviva to use parts or accessories not supplied by the original manufacturer, but which are of a similar standard, including recycled parts. When Aviva questioned their engineers about using different kinds of parts (either temporarily or permanently), this was refused as it would have affected drivability so wouldn't have been safe for Mrs A. So, they couldn't have used alternative parts to repair the car quicker.

The policy also allows Mrs A to use decide to use her own repairers – and she suggested this to Aviva. Aviva set out why changing repairers or allowing her to use her own garage wouldn't have been in her best interests. From what I've seen, she only wanted to change repairers because of the delays related to the unavailable part, and Aviva asserts there would have likely still be a problem in obtaining it no matter who was doing the repairs. I haven't seen evidence to persuade me this wouldn't have been the case.

Mrs A said Aviva could have written off the car when they found out it would take time. At the time of the final response, Aviva had been waiting for the part for around five weeks and had been dealing with the claim for six weeks. I don't think this is a significant enough delay for me to be persuaded they should have written the car off at that point. But, even if it was – or if I thought they should have given Mrs A a clearer deadline for when repairs would be completed – the car has been returned, so I wouldn't ask them to take action now.

I appreciate Mrs A believes she lost money while continuing to pay finance on a car she wasn't using. This isn't something Aviva is responsible for. I don't find they've caused any

unavoidable or unnecessary delays. And, under the policy terms, Aviva are responsible for supplying a courtesy car for the time Mrs A is without her car, not for the finance payments.

The policy terms and conditions say the courtesy car isn't intended to be an exact replacement for Mrs A's vehicle. And that it's typically a small three door hatchback car with four seats. So, they're entitled to limit the type of car to one like this.

Mrs A said she felt anxious driving the courtesy car and wanted a fit-for-purpose replacement that included a reverse camera and driver's car seat massager for her back pain. When there are delays, there are times when I would expect an insurer to give a customer a courtesy car that's over-and-above what the terms specify and more in line with their needs. But, at the point of the final response, the claim had only been ongoing for six weeks – and there's nothing on the file to show they should have been aware the delays were going to be long term. So, I'm satisfied it was fair to only allow a car in line with the policy terms up until the date of the final response.

Based on what I've seen, I don't think Aviva acted unfairly towards Mrs A nor caused any unavoidable delays when handling her claim, so I won't be directing them to take any action.

### **My final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 27 December 2025.

Andrew Wakatsuki-Robinson  
**Ombudsman**