

The complaint

Mr T says that after he made a claim on his motor insurance policy, Aviva Insurance Limited handled it badly and caused undue delay.

What happened

Bodywork damage was caused to Mr T's electric car in an accident on 17 March 2025. He said he'd experienced problems with the car earlier that day. The next day one of Aviva's approved repairers ('garage S') took the car. It arranged for a dealership garage to inspect its battery on 14 April 2025, to ensure the car was safe before garage S started its repairs. The dealership garage told garage S that the battery just needed a new cover.

Mr T said he wanted the battery to be replaced (at a cost of around £9,000). And he said later that that the dealership garage should carry out the bodywork repairs. It said it couldn't do so. As Mr T didn't want garage S to do it, Aviva sent the car to 'garage H' in May 2025, with his consent. Meanwhile, Mr T had made a formal complaint to Aviva in April 2025 about delay and other issues. Just after Aviva issued its final response to that (on 11 June 2025) garage H declined the work. Mr T's car was sent to a third garage the same day. But on 2 July 2025, he said he no longer wanted the car repaired. The claim has been on hold since.

In its final response letter, Aviva accepted that there had been some delay in progressing the claim, as it was put on hold in error when the policy was cancelled. It accepted that garage S had caused confusion about whether the battery needed to be replaced, as well as confusion about the car being a total loss. And it apologised for a delay in getting Mr T's complaint allocated. Aviva confirmed that the battery *didn't* need replacing and that the car was repairable. Mr T accepted £450 compensation for the delay / trouble and upset caused by it and its garage, but he later complained to us.

One of our Investigators reviewed Mr T's complaint. She didn't uphold it, as she thought Aviva had acted reasonably. She said that (despite some confusion on the issue) the evidence didn't show that the battery needed replacing. And she said the decision that the car wasn't a total loss was fair, as the repair cost was low compared to its market value.

The Investigator noted that as the dealership garage didn't have the capacity to carry out bodywork repairs on the car (and garage S was no longer an option) Aviva had instructed other garages and had authorised the repair work. She also noted that Mr T was concerned about the possibility of a long wait for parts from abroad, *and* that they hadn't been ordered at the start. She said they couldn't have been ordered before the car was fully assessed, and that any wait for the parts to be received was outside Aviva's control. As Mr T disagreed with the Investigator's view, the complaint was passed to me for review.

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.

Although I've read all the documents on the file, and I've listened to all the call recordings, I don't intend to comment on every point made by the parties. I'll concentrate on what I think are the main complaint issues and Aviva's response to them.

Damage to the car / the battery

The initial assessment report shows that the cost of the car's bodywork repairs was estimated at around £7,000. Garage S sent the car to a dealership garage as it wanted to check whether there was any damage to the battery - and that the car was safe to work on. As a new battery would have cost around £9,000, had one been required the car would have been an economic write off, as its total value was around £21,000.

In my opinion, the dealership garage had no reason to say the battery didn't need replacing if it did. It told garage S that only the battery cover needed to be replaced, and it only ordered that part. Mr T insists that the car's manufacturer and the dealership garage told him verbally the battery should be replaced. But he was unable to get those opinions in writing.

The claims file notes show that the manufacturer told firm S that only a battery cover was needed. And according to the notes, Aviva's engineer called the dealership garage on 14 May 2025 and it told him the battery had no impact damage. On 2 June 2025 there's a note of an email to Aviva from the dealership garage stating that it doesn't think the battery needs replacing and that it had never said it did. Mr T was informed of this at the time. He said the dealership garage had changed its mind. Mr T may have been told that the battery needed replacing, but I don't think the available evidence shows that it did. In my opinion, Aviva acted reasonably in deciding not to replace it, based on the information it was given.

Mr T said as the estimate of the battery's 'health' was 90%, there was something wrong with it. He thinks it should have been at full capacity, given the car's low mileage. He suggested that the battery may have caused the car to cut out twice on the day of the accident. But Aviva thinks if there's a fault with the battery, it's a matter for the manufacturer, as it isn't accident related. I think that's a fair conclusion for it to have reached.

The car's total loss

The policy allows Aviva to decide how to settle any claim, and we only interfere with an insurer's right to do that if we think it has acted unreasonably.

As I think Aviva has shown it had valid grounds not to replace the battery, it follows that it was reasonable for it not to write off the car.

I can see why Mr T was confused by the email he got from garage S on 20 May 2025 referring to its *total loss damage appraisal fee*. But I think Aviva explained clearly that it was the only wording available and why. It said the garage did the initial appraisal of the car as repairable and expected to carry out the repair work. But the work was cancelled, at Mr T's request. Aviva said if the garage *only* does an initial assessment, that's usually because a car is to be written off after that assessment, hence the wording on the document. But that's not the case here, as the evidence shows the car is repairable. And Aviva compensated Mr T for the confusion caused by the document.

Delay

Aviva compensated Mr T for the initial delay when it put the claim on hold in error. And what's reasonable in terms of the overall time an insurer takes to deal with a claim depends on the type of claim and all the circumstances surrounding it.

I think some delay was caused by the disputes about the battery and the car being a total loss. The file notes show the dealership garage received the new battery cover on 13 May 2025. The bodywork repairs could have been done as soon as it was fitted. But Mr T had said on 30 April 2025 that he thought the car should be a total loss, and on 2 May 2025 he'd said he didn't want garage S to carry out the bodywork repairs. I think the authorisation and completion of the repairs are likely to have been done promptly had Mr T not declined garage S's services. He was entitled to do that, but it was always likely to delay matters, as another suitable garage had to be found to review the car again. Garage H was instructed on 20 May 2025, after Aviva had confirmed with the dealership garage and the manufacturer that a new battery wasn't needed and had cancelled the work with garage S.

I think the instruction to garage H was placed within a reasonable time. I don't think Aviva could have foreseen that it would accept the work but reject it around three weeks later. Mr T decided he wanted the claim to be put on hold around two weeks after that, and I don't think he's shown that Aviva caused avoidable delay other than the initial one.

It hasn't been established how long it will take to receive the parts from abroad. Mr T thinks it's likely to be three months, but that won't be known for sure until the order is placed (which can't happen until a suitable garage is instructed). The dealership garage only had to wait a month for the battery cover. I can see why Mr T is frustrated with the possibility of a long wait, but it may not be as long as he fears – and anyway, it's outside Aviva's control.

Resolving Mr T's concerns

There's no doubt that Mr T received some poor service from Aviva, but it accepted that it was at fault. We think compensation of around £450 is reasonable in circumstances where a consumer has faced considerable distress, upset or worry, and /or significant inconvenience, over a period of weeks or months. So I think Aviva dealt with the justified concerns Mr T raised in his complaint to it satisfactorily in June 2025.

It's clear that Mr T remains frustrated with Aviva's decisions not to replace the battery and not to write off the car. But I don't think his frustration stems from any unreasonable behaviour or errors by Aviva. I think Mr T has been further frustrated by not having had a car since March 2025, but he didn't select the optional courtesy car cover when he bought the policy. And as he had no insurance, Aviva couldn't arrange hire for him, although it tried.

In my opinion, the way forward is for Mr T and Aviva to agree on a suitable garage to carry out the bodywork repairs. The dealership garage has had the battery cover for months, so there isn't an issue with that. I think it's problematic that it seems only a limited number of garages are able and / or willing to work on electric cars, but I think Aviva has shown that it isn't opposed to Mr T proposing a repairer of his choice if he doesn't like Aviva's selection.

If Mr T thinks Aviva has acted unreasonably from June 2025 to date, it's open to him to complain to it about that. If he isn't happy with its reply, he can then complain to us. But for the reasons set out above, I can't uphold his current complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 5 January 2026.

Susan Ewins
Ombudsman