

The complaint

Miss N complains about how Aviva Insurance Limited (“Aviva”) handled a claim and the quality of repairs it carried out under her car insurance policy.

When I refer to Aviva I also mean its suppliers and approved repairers whose actions Aviva is responsible for.

What happened

Miss N had a motor insurance policy with Aviva covering her car. In September 2024 she reversed at a low speed into an object, causing minor damage to the car’s tailgate.

She contacted Aviva and made a claim.

Work on her car was carried out by one of Aviva’s approved repairers.

Miss N thought that the repair would be minor and take about a day. Aviva had her car for four days.

When Miss N took her car back, she found some problems with it, including an incorrect badge, alignment of a reversing camera and a clicking tailgate strut.

Because she wasn’t happy with Aviva’s suggestion that the approved repairer fixed the problems, she took her car to a main dealer. Miss N paid for a report from the dealer, which listed the problems.

Miss N complained to Aviva. It looked into her complaint and said it was willing to pay her £96.84 for the replacement badge, £223.12 reimbursement for the investigation work and £450 compensation, totalling £769.96. But it didn’t agree that it needed to pay for the tailgate strut. It offered to pay Miss N this amount while she brought her complaint to this service.

Our investigator looked into her complaint and thought Aviva’s offer of compensation was fair. But he thought it should pay for a repair to the strut.

Miss N didn’t agree with the view. She asks for £2,500 compensation.

Aviva didn’t agree with the view. It said the issue with the struts was a known problem with that model, and there was no proof that its repairer caused the issue.

Because both parties didn’t agree, this complaint has been passed to me to make a decision.

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’ve only provided brief details of Miss N’s claims journey above, but I’d like her to know that

I've read all of the file of evidence I've been provided even if I don't mention it further here. This is in line with the informal nature of this service's approach.

I can see from her evidence that Miss N has found Aviva's repair service poor, which has inconvenienced her greatly. It seems to me that, if Aviva's nominated repairer had carried out the work better at the first opportunity then the outcome would be very different.

I'm upholding Miss N's complaint as I think Aviva needs to repair the tailgate strut. But, taking everything into account, I think the offer of compensation Aviva has made is fair and in line with this service's guidelines. I do appreciate Miss N has asked for significantly more compensation and I'll explain why I've reached this decision.

I can see Miss N's claim started in late September. The tailgate dent was relatively minor and her car driveable.

Aviva needed to repair the dent and repaint the tailgate, which it did over a few days. Miss N had the expectation that she would have the car back within about a day, but that was apparently an estimate from a dent repair company, whereas a bodyshop repair can be significantly more involved.

When her car was returned, Miss N noticed that there were issues with the rear camera alignment and a model badge on her tailgate was incorrect. She also said the tailgate was making a clicking noise as though a strut was broken.

She couldn't sleep due to the stress this caused her. She complained to the repairer and to Aviva because she wasn't happy with the repairer's response. Aviva said she should take the car back to the repairer, but Miss N refused. She wanted her car to be looked at by a main dealer for the brand, but Aviva said it wouldn't pay for the inspection. It offered to send out an engineer.

This engineer fixed a problem with loose headlining, and agreed the badge and camera needed investigation and (the camera) possibly calibrating.

Aviva's repairer replaced the badge, but not in the correct position set by the manufacturer. The actions of the same repairer in refitting the badge in the wrong place also show me that the quality wasn't quite right, and I'll take this into account.

Miss N took some time off work and drove to the main dealer for a report, which cost her £223.12 plus her incidental costs.

The report said various parts, which all seem to be in the area of the tailgate, had been interfered with. Aviva said its repairer would rectify the work. It agreed the badge had been replaced in the wrong position, but it disputed that the tailgate strut was damaged in the collision or that it had been touched, removed or tampered with in any way by its repairer.

Miss N said she was sure the tailgate had been replaced with one from a different model of her car. Aviva denied this and said the tailgate had been repaired and repainted in situ. Photos taken during the repair show this.

Aviva said it would send an engineer to carry out a report on the tailgate and strut, but Miss N refused this as she searched for the engineer's company name and wasn't happy with the reviews online.

In order to settle Miss N's complaint, Aviva said it would reimburse the £96.84 for the badge to be repaired and placed in the correct location and to reimburse the £223.12 for the costs

of the investigation report. It said it would pay her £350 compensation, which it later increased to £450.

I've thought carefully about this. I can see Miss N is obviously very attached to her car and she's explained about how long it took her to save up for it. I can see she was shocked and disappointed by the quality of repair she has from Aviva's repairer in the first instance. But I'm afraid that doesn't mean she shouldn't let it fix the problems. By choosing her own repairer, I think it's fair I say she's added to her own inconvenience. But I also understand why she chose that course of action given the poor performance of Aviva's repairer.

I think Aviva's offer to pay for the badge replacement and main dealer report is fair and reasonable.

I've also looked at Miss N's claim that the tailgate strut was damaged by Aviva's repairer. I've mentioned above that Miss N refused to accept the independent engineer report due to reviews she'd seen online. The engineer is an independent company which produces a report for both parties, albeit paid for by Aviva. Reports like this are commonplace and can be relied upon to give an expert opinion. Online reviews can be unhelpful, as they tend to be split between the extremes and I don't think Miss N acted fairly in rejecting the engineer's report in preference of her own choice of main dealer.

I've looked online and I can see that noisy tailgate struts is an issue with that model of car. It seems that the noise is often a result of wear and tear.

The main dealer report Miss N paid for does include wording saying that *the "noise from OSR tailgate strut is an internal issue suspect due to being disturbed"*. But, although that comment is from a main dealer, I'm not persuaded it's definitive enough to say that Aviva's repairer caused the problem. Miss N has reported that the main dealer said the strut can be damaged if the tailgate is overextended.

Miss N has supplied a video from before the repair which shows the 'clicking' noise was absent, and a second video from afterwards where the 'clicking' is audible.

Having looked at photos of the repair, the tailgate was in situ when it was repaired and repainted, so it's difficult to say definitively how the internal damage to the strut would have been caused. An expert opinion may have shed light on the matter, but Miss N didn't agree to the examination.

In cases like these where there's a possibility the strut was failing due to wear and tear, and no definitive proof that the repairer's actions caused the problem, I need to decide the case on the balance of probabilities.

What this means is, I need to think about whether it's more likely than not that the damage was caused by the repairer's actions. And, on balance, I think it was. I say this because of Miss N's video evidence demonstrating the noise and because the main dealer report seems to show some disturbance of wiring around the tailgate which seem to have happened as a result of the repairer's actions. The reason I say this is because some of the problems encountered by Miss N with her radio and internal lights seem to have been resolved by the main dealer fixing the routing of some wiring around the tailgate.

I also need to say that the repairer's actions in not applying the correct badge, and then applying the correct one in the wrong position do indicate a certain lack of care in its operations.

So, I think Aviva now needs to repair or replace the damaged strut. If Miss N has already

had the repair carried out, then Aviva needs to pay her the reasonable, evidenced cost of that, adding interest at 8% simple.

I've also thought about Miss N's distress and inconvenience, which I can see has affected her greatly at a time when she'd started a new role. Clearly she's found the claims experience very stressful and Aviva has admitted it caused her distress and inconvenience.

I've looked at this service's guidelines on compensation and thought about Aviva's offer of £450. I know Miss N has taken some time off work in order to be able to fit in calls to Aviva and its repairer, and take her car to the main dealer, but I feel I also need to say that Miss N rejected options that may have proven easier for her to deal with. The claim took from early October to early December (which is when Aviva made its final response) to deal with, so I think the period of inconvenience was relatively short. Taking all this into account, I think Aviva's offer of £450 is fair and reasonable.

My final decision

It's my final decision that I uphold this complaint. I direct Aviva Insurance Limited to:

- Pay Miss N a total of £450 compensation for her distress and inconvenience.
- Refund the cost of the main dealer report at £223.12.
- Pay £96.84 for the cost of the replacement badge.
- Arrange for the repair or replacement of the damaged strut. If Miss N has already had the work done, then interest at 8% simple can be added to the reasonable, evidenced cost from the date Miss N paid to the date this payment is made.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 17 October 2025.

Richard Sowden
Ombudsman