

The complaint

Ms S complains about the service Aviva Insurance Limited provided when it repaired her car after a claim made on her motor insurance policy. She wants it to cover the cost of further repairs, to refund her premiums whilst the repairs were delayed and to compensate her for her trouble and upset.

What happened

Ms S's car was damaged in an incident and Aviva took it for repairs. But Ms S was unhappy that these were delayed and with booking confusion. She said that when the car was returned, the speedometer wasn't working, and that an Advanced Driver-Assistance Systems (ADAS) recalibration hadn't been completed.

Aviva said the speedometer issue was a known manufacturer's fault. It said further repairs were needed after the car was stripped and this had caused delays. It said ADAS recalibration wasn't needed but it offered to carry out one to set Ms S's mind at rest. Aviva offered Ms S £400 compensation for her trouble and upset. It also waived an additional policy excess for using a non-approved repairer and provided a courtesy car whilst repairs to the speedometer were made. And it reimbursed the cost of a delayed MOT. But Ms S remained unhappy.

Our Investigator didn't recommend that the complaint should be upheld. He saw that a dealership had confirmed the manufacturer's fault with the speedometer. He thought the delays were due to further repairs being identified. He thought the ADAS recalibration was deemed unnecessary. And he thought Aviva's offers to redress any confusion and inconvenience were fair and reasonable.

Ms S replied that two dealerships had confirmed to her that the speedometer fault wasn't manufacturer related. She said the damage to the car was to the front bumper and so the ADAS check was required. And she said she had been notified of delays for parts only when the repairs were at the paint stage. Ms S asked for an Ombudsman's review, so her complaint has come to me for a final 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.

Ms S has explained that dealing with this claim has caused her significant stress and upset. And I was sorry to hear this. I can understand that she wants her car to be fully repaired and safe to drive. I can also understand her concern that the cost of repairs to her speedometer was over £1,700.

Ms S said there were delays in the repairs. So I've looked at her claim journey to see if Aviva caused any avoidable delays. When Ms S reported the head on collision to Aviva, it assigned a repairer within two days. Two weeks later, Ms S contacted Aviva as the repairer had given her a booking in date a further six weeks ahead due to the availability of courtesy cars. Aviva said it would look for an alternative repairer that may be able to make the repairs sooner. But this wasn't possible.

Aviva has a responsibility under the relevant regulations to deal with claims promptly and efficiently. I agree that there was an unacceptable delay in arranging for Ms S's repairs to be started. And we expect an insurer to look for other options, such as providing hire instead of a courtesy car, to avoid delays. But I can't see that Aviva did this and I'll come back to this below.

The repairs were made, and the car was returned to Ms S three months after the collision. The repairer said the repairs were delayed when it found further damage after stripping the car. I can understand Ms S's frustration, but this isn't unusual. And so I can't hold Aviva responsible for this delay.

Ms S then found that the car's speedometer wasn't working and recalibration of the ADAS hadn't been completed. This needed to be completed before the car's MOT expired. The relationship between Ms S and the repairing garage broke down. Aviva agreed for the car to be taken to a dealer's garage for the recalibration. But this couldn't be done until after the MOT had expired and Ms S had to declare her car SORN.

Ms S was provided with a courtesy car during this time, so she was kept mobile. And Aviva refunded Miss S the costs of transferring the car. But there were delays in booking the car in for the MOT due to the garage's availability. And so, a further month on, the car still wasn't repaired. I can see that Miss S told Aviva that this was causing her unacceptable levels of stress.

Aviva's field engineer then reviewed the speedometer issue to decide if the issue was related to the claim or the repairs. The engineer said the issue was unrelated to the claim or repairs. He obtained confirmation from a dealership that the fault was a known manufacture issue. And the dealership offered to contribute towards the repair costs even though the car was out of warranty.

Ms S disagreed and she has provided us with two emails from dealer's branches stating that it was unlikely that the "case" was a manufacturing fault. But I don't think these "confirm" that the speedometer fault was claim or repair related, or that Aviva was responsible for the repairs. Neither email specifies that the "case" is to do with the speedometer.

Aviva called the dealership that had provided one email, and I've listened to this call, and the dealership didn't confirm that the fault was claim or repair related. He repeated his offer to contribute towards the costs of repairs which indicates to me that the dealership was taking some responsibility for the fault.

Aviva invited Ms S to provide engineering evidence to show that fault wasn't manufacture related, but I can't see that she has done this. And so I'm satisfied that Aviva has justified its decision that it's not responsible for this repair.

Aviva said Ms S must arrange for the speedometer to be repaired and then it would cover the costs of the ADAS calibration and the MOT. And it agreed to liaise with the dealer's garage and to provide a hire car until this was done. Aviva gave Ms S a few weeks to arrange the speedometer repairs and then it would withdraw the hire car. I think this was reasonable as it shouldn't have to provide hire indefinitely.

From what I can understand, the ADAS calibration was then done, and the car passed its MOT. And then Aviva refunded these costs to Ms S. Looking at Aviva's file, it thought the ADAS recalibration wasn't necessary as there were no warning lights showing for this. And so it completed this to provide reassurance for Ms S.

It also covered the costs of the MOT as Ms S had missed her pre-paid booking. I think this was fair and reasonable in the circumstances.

I note that Aviva made an error in its response to Ms S's complaint when it said the ADAS recalibration wasn't needed because the rear bumper had been replaced when the work had been done to the front of the car. I can understand that this must have been additionally

frustrating for Ms S. But I think this was a human error and didn't affect the outcome for Ms S as the work had been done anyway.

In summary, I think Aviva did cause avoidable delays at the start of the claim. It could have acted to have the car repaired sooner. And then Ms S had to call frequently for updates when Aviva could have been more proactive, especially as Ms S had repeatedly told Aviva that the matter was affecting her health.

But Aviva carried out the recalibration Ms S thought was necessary. It kept Ms S mobile. And it paid for her car to be taken to a garage of her choice for this work and for the MOT to be completed, waiving the additional excess that would usually be payable. I think that's fair and reasonable.

To further put things right, Ms S wanted Aviva to refund her premiums for the time she was without her car. But I don't require this as the policy premium is for an annual contract, even though Ms S may be paying this monthly. And the policy had been "used" as a claim had been made and so the full premium would always be payable.

Aviva has paid Ms S £400 compensation for the trouble and upset caused by its delays and level of service. I'm satisfied that this is in keeping with our published guidance for the impact of such errors as those experienced by Ms S. And so I don't require Aviva to increase this.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 24 November 2025.

Phillip Berechree
Ombudsman