

The complaint

Mr A on behalf of S complains about how a claim was handled by Aviva Insurance Limited. This includes delays, communications and repairs.

Throughout the claim and complaint process, Mr A has represented S. In this decision, any reference to Mr A should be taken as being on behalf of S.

What happened

In mid-February 2025, Mr A was involved in an accident. He drove into the rear of a third party. He raised a claim with Aviva which was approved. Mr A was informed the van was ready for collection in early March 2025. Mr A raised that the following issues hadn't been repaired:

- Shock absorber
- Cracked windscreen (Mr A says this was caused by Aviva)
- Engine warning light
- Damage to rear of vehicle (Mr A says this was caused by Aviva)
- Damage to passenger door
- Damage to driver's side mirror
- USB port not working

Aviva instructed two independent engineers and ultimately didn't think any of the issues should be covered. Mr A raised a complaint. He also complained about the service he'd received. Aviva upheld two complaints. They said they couldn't prove an engineer wasn't rude to Mr A and awarded £175 compensation. They also accepted there had been poor communication about storage costs and the excess. Aviva offered £300 compensation. Mr A was unhappy the repairs weren't being completed and brought the complaint to this service.

Our investigator upheld the complaint. She thought Aviva should cover some of the storage costs due to the poor communication. However, she thought the compensation that had been offered was fair and reasonable. She also thought Aviva hadn't been unreasonable in not repairing the issues raised by Mr A. Mr A appealed. He wanted additional complaint points to be considered within the complaint. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both Aviva and S a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

Based on what I've seen so far, I intend to uphold S's complaint.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Aviva acted in line with these requirements with how they handled S's claim.

At the outset I acknowledge that I've summarised their complaint in far less detail than S has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, I need to set out the remit of this decision. I'm aware that S wants us to consider everything that has happened as a result of this claim. However, this isn't what we do. We're not claim handlers and we're not able to keep adding complaint points as they arise. We have to draw a line with what's included in this complaint. This complaint doesn't include any of the issues with how Aviva returned his van to him or the additional repair issues noted by his garage. Aviva has now issued complaint responses to both of these issues and we can look at them as a separate complaint should S want us to.

I've separated the complaint points into different headings to make it clear.

Repair issues

I've considered the above list of issues raised by S initially. As already stated, this doesn't include any of the quality of repair issues raised in the report attained by S. Aviva arranged for two separate independent reports into the issues raised by S. Both reports stated that none of the issues were caused by the accident. As a service, we have to rely on the expert opinions provided to us. There aren't any contradicting reports to suggest any of the damage was caused by the accident. So, I don't think Aviva has done anything wrong in not repairing the shock absorber, engine warning light, passenger door or USB port. I note that Aviva did repair the wing mirror. Whilst S has got a report themselves, the only one of these issues that's been confirmed in it is the engine warning light. It doesn't provide any detail to confirm what caused the light to come on, when it came on or if it was accident related. So, the information in the report isn't enough to change my outcome.

S has said they think the damage to the windscreen and rear of the van was caused whilst in Aviva's care. I've asked both parties for evidence of the condition of the van at the point of accident/collection. S has provided some photos, however, these are from six months prior to the accident. So, they aren't an accurate reflection of the condition of the van just after the accident. S has also provided some photos at the scene of the accident. These include the windscreen from the side on but not the rear of the van. Aviva have provided a report from their salvage agent. It's unclear when this report took place. However, it doesn't appear to be at the point of collection.

Based on the evidence provided, I've not seen any evidence from the scene of the accident to support the damage to the rear of the van wasn't already there. The van had a fair amount of pre-accident damage to it. I can't say it's most likely the damage to the rear of the van was caused by Aviva. However, in the photo provided by S of the windscreen, whilst it's not the

best photo, I can't see any evidence of the damage to it. In an internal email by Aviva, they also state:

"I am unable to see any damage to the windscreen in the [Salvage agent] Report, however their images of this area are not very clear."

Overall, I think it's most likely the windscreen was damaged whilst in Aviva's care. So, I think they should arrange for the windscreen to be replaced. I also think some additional compensation should be paid for the inconvenience caused to S.

Claim handling

Aviva has accepted the claim hasn't been handled as well as it should have been. They've awarded so far £475 for the inconvenience caused to S. I think for the issues identified, this is fair and reasonable in the circumstances.

However, our investigator felt S should still be liable for some of the storage costs. Having considered the circumstances, I don't think this is fair. On the 19 May 2025, S received two emails, one from Aviva and another from the repairer. The repairer said the van could be returned if the outstanding storage costs were paid, but the excess didn't need to be paid for the van to be returned. Aviva said they were covering the storage costs but the excess needed to be paid for the van to be returned. When S raised about the excess with Aviva, they said they'd need to confirm with their repairer if they were happy with this. Had there been better communication between Aviva and their repairer, they would have been aware the van could have been returned to S without any further payments being needed at that time. This would have meant no further storage costs were chargeable. So, I don't think S should pay any storage costs and Aviva should pay any outstanding. However, the repairer didn't waive or exempt the excess from needing to be paid, just for the vehicle to be returned at that time. So, the excess would still be chargeable by Aviva under the terms of the policy.

S has raised concerns about the hire vehicle not being extended. This was ended after the first independent engineers report was issued. I don't think it was unreasonable for Aviva to end the hire at that time. Whilst I accept I've said Aviva should replace the windscreen, this isn't the main issue that meant the van wasn't driveable. This was due to the engine warning light and shock absorber. For the same reason, I don't think Aviva need to pay anything for the period being considered for any loss of income.

In having to arrange for the windscreen to be replaced and the time S has spent after Aviva declined to repair it, I think it's caused S an unreasonable amount of inconvenience. I intend to award an additional £100 compensation."

I set out what I intended to direct Aviva to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

Aviva didn't respond to the provisional decision by the deadline.

S confirmed they didn't agree with my provisional decision. they raised responses about the following points:

- Rear damage and suspension
- Engine condition
- Pre-accident condition

- Insurance payments during storage
- Clarification about the return of the van

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 thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to S, my conclusions remain the same. I'll explain why. I'll comment on each of S's points above

Rear damage and suspension

S has said there was clear damage to the rear of the van which wasn't documented or repaired by Aviva. The accident was to the front of S's van only, so it's unclear how damage would have been caused to his rear bumper. As set out in my provisional decision, I think it's most likely any damage to the rear of the van was pre-existing prior to the accident.

S hasn't provided any further expert evidence around the suspension. So, my outcome remains the same for the same reasons on this point as my provisional decision.

Engine condition

S hasn't provided any further expert evidence around the engine. So, my outcome remains the same for the same reasons on this point as my provisional decision.

Pre-accident condition

S has said he's provided photos of the van just before the collision. However, I don't agree this is the case. The evidence provided from S suggests the photos he's taken were from late-August 2024. The accident occurred in mid-February 2025. This is as set out in my provisional decision. So, my outcome remains the same for the same reasons.

Insurance payments during storage

S has said he suffered a financial loss from having to continue to pay his insurance premiums whilst the van was in storage due to delays caused by Aviva.

S has said he was obligated to keep his insurance valid, but I don't think this was the case. The van was being kept on private property and would have been covered under Aviva's repairer's insurance policy whilst in their care.

Even had the van been returned to S sooner, I don't think S would have used the van much. So, I don't think there's been any detriment to S. I say this because S has said the engine and suspension were damaged and needed to be repaired. I think it's unlikely he would have risked using the van and making the condition worse. I also don't think he would have got the repairs completed during that period either.

S has already been offered some compensation for the delay during this period and I think this is sufficient.

Clarification about the return of the van

This point hasn't been looked into in this complaint. However, S has said he considers it resolved. His bigger concern is about the repairs not having been completed properly. As set

out in my provisional decision, this also isn't covered under this decision and would need to be a new complaint should S want us to look into it.

As the rest of the outcome in my provisional decision hasn't been disputed by either party, it remains the same for the same reasons.

Putting things right

To put things right, Aviva should do the following:

- Arrange for the windscreen on S's van to be replaced.
- Pay S a total of £575 compensation for the trouble and upset caused.
- Pay any remaining storage costs owed.

My final decision

For the reasons I've explained above, I uphold this complaint and direct Aviva Insurance Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 6 March 2026.

Anthony Mullins
Ombudsman