

complaint

Miss D complains about the advice she received from Aviva Insurance Limited when she arranged for repairs to be carried out with a third party who had damaged her car.

background

Miss D's car was damaged by a third party while it was parked outside her home. She made arrangements with the third party for the necessary repairs to be carried out without the need for them to make a claim on their motor insurance.

Miss D contacted her own insurer, Aviva, to make them aware of what had happened in the event that the situation could not be resolved between her and the third party.

The repairs to Miss D's car were completed but she was not happy with them. She telephoned Aviva about this and was told she could arrange for repairs through her insurance policy if she was able to provide the registration number of the third party's vehicle.

But she was then told that Aviva would not be able to help as her car had been repaired through the third party. Miss D complained that she had been mis-advised that Aviva would be able to help her resolve the repairs.

Aviva apologised and said that it could have explained its position more clearly. It said that it would be able to help Miss D if she chose to pursue a claim on her insurance policy, but it could not approach the third party to resolve any issues with the repair as she had entered into a private arrangement with them. It offered to pay Miss D £50 for her inconvenience in the matter.

Our adjudicator recommended that the complaint should be upheld in part. He said Aviva had acknowledged that the information Miss D had been given was confusing. But he said Aviva should still consider the claim for the rectification work to be completed on Miss D if she decides to claim on her motor insurance policy.

Aviva accepted the adjudicator's opinion. It said it would look to deal with Miss D's claim if she chose to make it. It explained that this would mean that Miss D would need to pay her insurance policy excess and the claim would be registered as a fault claim until the third party accepted liability for the damage to Miss D's car.

Miss D did not accept Aviva's offer. She said she did not want to risk having to pay her policy excess or have a fault claim registered on her insurance if Aviva could not recover its losses from the third party.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

When Miss D's car was damaged, she agreed to resolve the repairs privately with the third party, rather than make a claim on her motor insurance. But she took steps to inform Aviva of what had happened.

I have listened to the telephone call between Miss D and Aviva when she initially informed it about the incident. Aviva's representative said that she could contact it if she had any problems, meaning by making a claim through her policy. However, I appreciate that Miss D may have understood this to be any problems with the repairs carried out through the arrangement with the third party.

I would not expect Aviva to intervene with this agreement between Miss D and the third party, or with the garage that carried out the repairs that Miss D was unhappy with. Although I understand the confusion about what Aviva's involvement would be, I do not consider that Aviva should be required to provide assistance to Miss D without registering this as a claim on her insurance policy.

If, at that time of the incident, Miss D had chosen to make a claim through Aviva for the damage caused to her car, then Aviva would have registered a fault claim on her policy and she would have needed to pay her policy excess. It would then have looked to recover these costs from the third party's own insurer and would have amended the claim to show as non-fault once the third party had accepted liability for the damage. Even at that time, there would have been the risk that the third party may not accept liability.

Aviva has said that, if Miss D decides to make a claim on her insurance policy for the damage caused to her car, it would deal with repair rectification at one of its approved repairers.

This would mean that Aviva would register the claim as a fault claim until liability was accepted by the third party. Miss D would also need to pay her policy excess, but this cost will be included in the losses Aviva would look to recover from the third party insurer. Miss D would also need to consider whether the cost of the repairs is likely to be less than the amount of her policy excess.

As this is how it would have proceeded if Miss D had chosen to make a claim through Aviva at the outset, I find this to be fair and reasonable.

my final decision

My decision is that Aviva Insurance Limited should consider Miss D's claim on her motor insurance policy, if she decides to make it.

Cathy Bovan
ombudsman