

The complaint

Mr R complains about Aviva Insurance Limited's handling of his Car Insurance claim.

All references to Aviva also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

My decision focusses on events following Aviva's final response of January 2023 to its final response of April 2023. I understand Mr R has additional concerns about Aviva and its agents, but I am only able to cover the issues brought to Aviva as part of this complaint and covered in the final response of April 2023.

I'm aware Mr R has spoken of raising a further complaint with Aviva, and he may wish to bring this our service should he be dissatisfied with its response.

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.

My role as an ombudsman is to decide how a complaint should be resolved, quickly and informally. That means I will focus my investigation and decision on what I consider the crux of the issue to be. I don't intend to comment on everything Mr R has said or asked, unless I consider it relevant to the decision I need to make. But I can confirm I have thoroughly read and considered all the evidence presented by both parties.

Having done so, I do not uphold this complaint. I'll explain why.

- Some repairs have been carried out on the vehicle; however, one part remains to be replaced which at the time was unavailable. Alongside earlier issues with a previous assigned repairer, the vehicle had been in for repair for some time.
- So, I can appreciate Mr R's frustration and disappointment at the length of time taken. However, I can only hold Aviva responsible for delays that were avoidable. As the part was unavailable due to an industry wide issue, I don't think this was an avoidable delay.
- The policy says it will provide a courtesy car during repairs.
- Due to the length of time for it to obtain the missing part, Aviva's repairer informed Mr R it was taking the courtesy vehicle back and returning his.
- When it became available, Aviva's repairer said it would prepare the remaining part, and then collect, fit, and return the vehicle with a same day turn around.
- I understand Mr R feels strongly matters have been imposed on him by Aviva, but I think it's acted fairly and in line with the terms and conditions of the policy.
- The vehicle is roadworthy, and as repairs were not being carried out at that time, I think it was reasonable for the courtesy car to be returned and for Mr R to be given

his car back. I also note Aviva arranged and covered the cost of the vehicle's MOT whilst it was in the garage's possession. So, I don't think it's acted unreasonably here.

- I can see Mr R also commented on the payment arrangements between Aviva and the garage. Our service isn't a regulator, so it is not for me to comment on how a business operates more broadly. However, I will say it's not unusual for an insurer to have such arrangements with its suppliers and approved repairers. And paying an excess for a claim's fulfilment to be initiated is a normal part of a claims process. So, I don't think Aviva has acted unfairly for asking Mr R to make payment when he did.

My final decision

My final decision is that I do not uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 October 2023.

Michael Baronti
Ombudsman