

The complaint

Mr M complains that Aviva Insurance Limited is responsible for mishandling a claim on a motor insurance policy.

What happened

The subject matter of the claim and the complaint is a small hatchback car, first registered in 2013.

Mr M acquired the car.

For the year from 10 February 2022, Mr M had the car insured on a comprehensive policy with Aviva.

According to its MOT history, the car passed a test in early September 2022, with a recorded mileage of about 51,000.

Unfortunately, Mr M reported that in early February 2023, an accident had damaged the car. Aviva instructed a repairer.

By mid-March 2023, Mr M had complained to Aviva about its proposal for repair of the car.

Some of the complaint is about acts or omissions of the repairer. Insofar as I hold Aviva responsible for them, I will refer to them as acts or omissions of Aviva.

On about 20 March 2023, Mr M asked Aviva for cash in lieu of repairs.

On about 12 April 2023, Mr M expressed concerns that Aviva hadn't offered enough cash in lieu of repairs.

Mr M maintained his complaint to Aviva about its proposed repairs. On about 1 June 2023, he said he wanted Aviva to treat the car as a total loss.

By a email dated 20 June 2023, Mr M complained to Aviva about delay. He said that if Aviva couldn't repair the car, then he wanted it scrapped for about £5,300.00.

By an email dated 24 July 2023, Aviva gave comments from its engineer. Mr M replied.

By a final response dated early August 2023, Aviva said that Mr M had caused delay. Aviva invited him to book the car in for repair and to arrange a courtesy car.

By an email dated 10 August 2023, Aviva said that the car's rim protector was an accessory.

Mr M brought his complaint to us in mid-August 2023.

By an exchange of emails dated 22 September 2023, Aviva said it would pay £22.99 for the rim protector, but Mr M asked for £99.95.

Our investigator said that he couldn't consider Mr M's complaints about the rim protectors or about delay after the final response.

The investigator didn't recommend that the complaint should be upheld. He thought that Aviva's communication with Mr M could've been better. However, the investigator found that Aviva's actions were reasonable and in line with what we'd expect.

Mr M disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Aviva said that once the vehicle was inspected, it would contact him with a breakdown of works prior to works being carried out.
- Following inspection of the vehicle, Aviva failed to provide a report or to seek his prior approval of the repairs, forcing the repairs to go ahead.
- Aviva has taken too much time to organise the repairs.
- He will raise a separate complaint about the rim protectors.
- Aviva had his car since 19 October 2023. Aviva didn't provide a courtesy car. This is a major significant inconvenience.
- Updates from Aviva have been absent.
- Aviva has caused extreme inconvenience, stress and a loss of his time.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules.

One of those rules is that, before we can investigate a consumer's complaint, the consumer must first have made that complaint to the regulated firm and waited up to eight weeks for a final response.

It follows that we can investigate a complaint that the firm has (or should've) responded to in its most recent final response, but we can't usually investigate a later complaint.

In my view, the accident and the need to make a claim were bound to cause Mr M inconvenience and distress.

Aviva's policy terms included the following:

"Loss of or damage to your car

If your car is lost, stolen or damaged, we will:

• repair your car unless you notify us that you want us to pay someone else to repair it; or

• pay you a cash amount equal to the loss or damage.

The same cover also applies to accessories (up to the limit shown in your schedule), spare parts and components for your car while these are in or on your car

The most we will pay is the market value of your car"

So I can see why Mr M considered that he had a choice about how Aviva settled his claim.

I've considered Mr M's complaint as it stood when Aviva gave its final response dated early August 2023.

I consider that his complaint was that Aviva was proposing to repair accident damage but not to do repairs of the extent that Mr M wanted, or to pay enough cash in lieu of repair or to make a total loss payment.

I've seen a summary of repairs estimated at about £3,500.00 in July 2023. And I've seen the exchange of emails from 24 July 2023. I place more weight on the comments from Aviva's engineer.

So I consider that - up to the date of Aviva's final response - Mr M had asked Aviva for more repairs than the accident had caused. I'm satisfied that Aviva had proposed satisfactory repair of the accident damage.

Therefore I consider that - up to the date of Aviva's final response - it was Mr M rather than Aviva who was responsible for delaying the repair and the provision of a courtesy car.

Aviva's final response included the following:

"...the assessments carried out to date confirm that your car is economically repairable, if further damage is found when your vehicle repair process commences which causes your car to no longer be a repairable prospect then this would be reviewed and discussed with you.

...

If you wish to continue your claim with us, please contact the repairer on [telephone number] to arrange a booking in date, and contact [car hire company] on [telephone number] to arrange a replacement car while the repairs are being carried out."

I'm satisfied that this was a fair and reasonable response at the time.

It was after the final response that Mr M complained about the cost of the rim protector. So I won't deal with that accessory in this final decision.

Similarly, it was after the final response that Mr M complained about further delay, further shortcomings in Aviva's communication, forcing the repair to go ahead and still not providing a courtesy car. So I won't deal with those issues in this final decision.

As I've found the final response fair and reasonable, I don't consider it fair and reasonable to direct Aviva to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 February 2024.

Christopher Gilbert

Ombudsman