

The complaint

Ms D complains about Aviva Insurance Limited's handling of her claim following an accident, under her motor insurance policy.

What happened

Ms D was involved in a car accident in February 2021 and reported this to Aviva. She says that its handling of the claim was very poor and required regular chasing on her part.

Aviva arranged for repairs to Ms D's car. Ms D says she raised concerns that the car should be repaired at the approved manufacturer's garage. She contacted the manufacturer herself to make sure Aviva's approved repairer could do the work as her car was leased. She found that it was, as long as the work was completed to the expected standard. But she had expected Aviva to check this for her.

Ms D says her car had to be returned on three occasions due to issues with the work. Shortly after the repairs were completed, whilst she was driving, a suspension spring became detached and embedded itself in the wheel housing. This was distressing for Ms D and her family and meant staying over at a relative's house and arranging for the car to be towed back home the next day.

An engineer confirmed the problem with the suspension was related to the repairs Aviva had completed. It subsequently arranged for the further repairs. Ms D says it was agreed the repairs would take place at an approved manufacturer's garage. Yet she received a call from the garage that did the original repairs, asking her to arrange for her car to be booked in. She says this caused more disruption and inconvenience to sort out.

Ms D says she wasn't told her child car seats needed to be replaced after the accident. She was without a car for a period of time until a hire car was provided. And this was delayed whilst Aviva considered if it was responsible for the repairs to the suspension spring.

Aviva apologised for not advising about the child seats and paid the cost of the replacements. It acknowledged the initial repair issues with its garage and apologised for the subsequent suspension failure. It offered £100 for the ten-day period it says Ms D was without a hire car. And in recognition of the repair issues, delays, and the need to chase progress, it offered £150 compensation.

Ms D didn't think this was fair and referred her complaint to our service. Our investigator upheld her complaint. Because of the trouble and upset caused by the poor claim handling and defective repairs, he thought £300 compensation was fairer. This was in addition to the £100 payment for the time without a hire car.

Aviva disagreed. It thought the compensation it had offered was adequate. Our investigator didn't change his mind. So, Aviva asked for an ombudsman to consider the complaint.

It's been passed to me to decide.

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.

Having done so I have decided to uphold Ms D's complaint. Let me explain.

Ms D has described how the accident she was involved in was distressing for her and her family. She expected Aviva as her insurer to handle her claim efficiently and arrange for the repairs to be carried out. I have read thought the claim notes and emails provided to understand what happened here.

Aviva arranged for the repairs to Ms D's car to be completed at one of its approved garages. I acknowledge Ms D had concerns that this wasn't a garage approved by her car manufacturer. She contacted the manufacturer to discuss this because her car was leased. I understand the manufacturer told Ms D that Aviva's garage could carry out the work. Although I understand Ms D had concerns about the garage, I don't think it's been shown that Aviva acted unfairly by appointing its approved garage to carry out the repairs. Or that it should've contacted the manufacturer.

That said, we expect the insurer to take responsibility for the quality of the work where this is completed by its chosen repairer. Ms D describes how the work wasn't of a satisfactory standard and this meant it had to be returned to the repairer on three separate occasions. I can see this relates to issues with the quality of the repairs and the painting that had been carried out.

Aviva doesn't dispute the repair work wasn't of a satisfactory quality. And that this required further repair attempts on the three occasions highlighted by Ms D. In its final response to her complaint it apologised for the repair issues she had faced from its approved repairer, and for the time she spent chasing it.

Once the repairs were complete to the standard Ms D was satisfied with – there was a further incident where a suspension spring became detached whilst she was driving. I can understand that this was a worrying incident for Ms D with her family in the car, including her children. Ms D explains that they stayed over at a relative's house that night and she had to arrange for the car to be towed home as it was undrivable.

I can understand why Ms D and her family were distressed by this incident it must have been upsetting when the suspension spring failed and caused inconvenience and disruption to their plans.

From the information provided, I can see that Aviva arranged for an inspection of the damaged suspension spring. This was to understand whether the damage had been caused by something its repairer had done. The inspector confirmed it was as a result of the repairs.

Ms D explains that she didn't want the same garage to repair the suspension spring because of the issues she had experienced. I think this was a reasonable request in the circumstances. It was subsequently agreed that the repairs would be completed at the manufacturer's approved garage. However, Ms D says the original garage again contacted her to book a time for it to carry out the repairs. This meant further contact for Ms D with Aviva to resolve matters.

Ms D was without a car whilst awaiting the repairs to the suspension spring. I understand that Aviva wanted to establish the damage was its responsibility to repair. I think this was reasonable in the circumstances. But it has been established that its repairer was at fault for

this issue. Because of this I think it was fair that the business offered a payment to acknowledge the loss of use of Ms D's vehicle for this period, up until the point a hire car was made available.

We take a similar approach to that which Aviva used. That is to say we think a payment of £10 per day for the loss of use of the car for the period in question is fair. This is intended to compensate for reasonable transport costs during the period a car wasn't available. In these circumstances I think this approach is fair and Aviva's offer is in line with what our service considers reasonable.

I note Ms D's comments that the hire car she was given was smaller than her car. She has two small children and needs space for strollers and other items. An alternative hire car was subsequently arranged that suited Ms D better. But this was a further issue she had to deal with, and I can understand why she found this stressful.

Ms D only became aware, several months after the accident, that she needed to replace her children's car seats. She thought this was something Aviva should have told her.

I've read Ms D's policy terms. It's clear the cost of replacement child seats is covered in these circumstances. I note that Aviva apologised for not telling Ms D the seats needed replacing and has paid this cost.

In its final response to Ms D's complaint Aviva offered Ms D £150 compensation for the issues with the repairs, the suspension spring, the delays and for the need to chase progress. I have thought about the impact all of this had on Ms D and whether Aviva's offer is fair in these circumstances.

The accident must have been distressing for Ms D and her family. This isn't Aviva's fault – but it was expected to handle her claim fairly and reasonably. The initial repairs proved unsatisfactory and this meant the car was returned three times for remedial work. I accept that problems will occur from time to time, but I don't think it's reasonable for Ms D to have needed to return her car three times because of defective work. This clearly made a difficult situation worse and caused distress and inconvenience for Ms D and her family. This was exacerbated by the lack of clear and timely communication, which necessitated Ms D contacting Aviva numerous times.

Ms D and her family were further impacted due to the suspension spring failure. This was linked to the initial repair work and meant more time without their car and hassle trying to sort out repairs and a hire car. For the period she was without a hire car Ms D describes the difficulties created in taking her son to nursery and carrying out tasks including food shopping.

Having considered all of this, I think Aviva could've handled Ms D's claim better. It caused her distress and significant inconvenience as a result of its failings. Aviva is responsible for the work its approved garage carried out in these circumstances. In light of this I don't think the compensation Ms D was offered is fair and I think this should be increased to £300. This is in addition to the £100 payment in relation to the hire car.

My final decision

My final decision is that I uphold this complaint. Aviva Insurance Limited should:

- pay £300 compensation, in total, to Ms D for the distress and inconvenience it caused her; and

- pay Ms D £100 for the loss of use of her car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 12 July 2022.

Mike Waldron
Ombudsman