

## **The complaint**

Mr R complains that Aviva Insurance Limited provided poor customer service when dealing with his claim. There was a delay in providing a courtesy car, the repairs were unsatisfactory and he was charged for damage to the courtesy car.

## **What happened**

In June 2023 Mr R had an accident. His car was taken by the insurer to their approved repairer.

Mr R didn't receive a courtesy car until three weeks after his car was taken in. When his car was returned in September, Mr R complained that Aviva's repairer used non manufacturer parts and that they hadn't completed all the repairs as there was still a knocking noise which he said he had reported after the accident. His own garage told him this was related to the steering rack and so Mr R felt unhappy driving the car long distances as he was unsure if the car was safe. There was also a warning light coming on intermittently. Mr R said that he was paying £340 per month on his finance and £270 per month for insurance but was unable to use his car properly because of the concerns.

In addition Mr R had complained about the length of time the repairs took, the delay in providing a courtesy car, and that the hire car company also tried to take £550 from his bank account for damage to the courtesy car, which he said was already damaged when he received it.

In August 2023 Aviva upheld Mr R's complaint about the delay in providing a courtesy car and offered him £300 for the delays and inconvenience, which included £160 for the loss of use of his car. Mr R wasn't happy with this, and he brought his complaint to us in November together with the additional issues that had arisen in respect of the repairs and the hire car. One of our investigators has looked into Mr R's complaint. He thought that Aviva's offer in the August final response was fair for the delay, but he also thought that Aviva should repair the knocking noise and the warning light.

Mr R didn't agree with the investigator's findings and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

*I need to decide whether Aviva have acted fairly and in line with the terms and conditions of the policy when settling this claim. I can't change the policy terms or direct Aviva to act outside them unless I think that they have acted unfairly.*

*I have read the submissions from Mr R and also from Aviva. Although I am minded to uphold this decision it will be with a different outcome to the investigator in this case and I will explain why.*

### **Using non-manufacturer parts in the repair**

Aviva's approved repairer used non manufacturer parts during the repair, so I've looked to see if this was allowed under the terms and conditions of the policy. At page eight of the policy booklet it says:

*"...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 applies to accessories, spare parts and components for your car while these are in or on your car or while in your private garage. We may decide to use parts or accessories not supplied by the original manufacturer, but which are of a similar standard, including recycled parts..."*

*So I'm satisfied that as the policy allows the repairers to use non manufacturer parts when completing repairs. I appreciate that Mr R would prefer to have manufacturer parts, but I can't say that Aviva have done anything wrong here, or that they acted unfairly when using the parts.*

*Mr R has pointed to another part of the policy document which refer to lifetime guarantees on repairs and parts fitted being covered for the duration of the guarantee provided by the parts manufacturer. I've considered this, but it doesn't guarantee the use of manufacturer parts, or override the term allowing them to use non manufacturer parts.*

### **The damage to the courtesy car**

*The hire car company have tried to take £550 from Mr R's account which is his excess in respect of the damage to the courtesy car. Mr R blocked the payment and said that the car was already damaged when he received it.*

*The hire car company says that it is holding Mr R responsible for damage to the car. I can see that Mr R used the hire company's recovery agents to recover the car to them when it broke down and their engineers examined the car and reported that the damage was severe mechanical and body damage consistent with an incident/accident. The car wasn't in drivable condition and it was recommended that the car was written off.*

*Although I can't look at the actions of the hire car company as they are outside the Financial Ombudsman's jurisdiction, I can look at whether Aviva acted reasonably in settling the claim as they did with the hire car company.*

*I can see that Aviva were provided with the report from the engineers, and inspected it themselves, and were satisfied that the damage would have been caused by an incident. I can also see that the hire car company deducted the pre-existing damage that Mr R had noted from the value of settlement requested.*

*Mr R has admitted to hitting a pothole, which it seems may have been the cause of the additional damage that caused the car to become unroadworthy and need recovery. So on balance I am satisfied that Aviva have acted fairly in accepting and settling the claim. It is for Mr R to pay the excess in this situation and the recovery of that is a matter between him and the hire car company.*

### **Knocking noise and warning light**

*Mr R's vehicle was first inspected on 12 July 2023. There was visible damage to the headlight and front bumper which I can see from the reports were replaced. However, no mechanical repairs were undertaken.*

*When Mr R received the car back in September, he noted that the knocking noise and the warning light were still present.*

*The repairers pointed out that there was some pre-existing damage to Mr R's car and that it has passed an MOT test prior to being returned to him. However, Aviva asked their agents to inspect the vehicle again to address the issues raised in the complaint.*

*Aviva's agents inspected the vehicle again on 1 November 2023 and they confirmed a recommendation that:*

*"2. The knocking issue needs to be inspected and diagnosed. The insured advised that this knocking was reported prior to the repairs being undertaken.*

*This would likely be a supplementary cost*

*3. The warning system requires interrogation and diagnosing. Action as required once the fault is identified."*

*In conclusion they said that:*

*"I can confirm that the complaints are justified. The vehicle requires specialist inspection and diagnosing."*

*On the basis of this I think it's fair for Aviva to cover the cost of further investigations and diagnostic checks to determine if the knocking noise and warning light are accident related. If those checks indicate that it is more likely than not that the knocking noise and the warning light are related to the accident, then I would expect Aviva to cover the cost of any repairs.*

*Whilst I appreciate these issues weren't picked up on the MOT, I am persuaded by the report from Aviva's agents above, a report from the initial inspection in June 2023 which refers to "visible damage but hearing odd noises from OSF wheel" and Mr R's account that the issue is intermittent. These all indicate that there has been an issue with a knocking noise since the time of the accident that needs investigation.*

*I understand that Mr R has a quote for the investigations for £581, which I think Aviva should meet.*

### ***Distress and inconvenience***

*I can see Aviva paid £300 compensation including £160 for loss of use as part of Aviva's final response to the first complaint on 16 August 2023, to recognise there were delays in arranging a hire car. I think this is fair for those issues.*

*No further compensation has been offered so far in respect of the ongoing issues relating to the repair.*

*Given that Aviva were made aware of the knocking noise issues in June 2023, and it was raised with them again in September 2023 I think that this complaint could have been avoided if they had done the additional investigation sooner.*

*Mr R says that he has been unable to use his car for long journeys because of concerns about the safety of it, and I can appreciate it when he says this has been an added pressure as his wife is pregnant. Mr R has asked for £5000 compensation as he feels that he has been making repayments and insurance payments on a car he has been unable to fully utilise. Whilst I can understand how he feels about this, he would have been liable for these payments regardless of whether he was able to use the car or not, and so I can't fairly say that Aviva should meet those payments. However, I do propose to increase the payment for distress and inconvenience to recognise that Aviva could have acted sooner to resolve this issue, and that their not having done so has impacted Mr R, and caused him additional distress and inconvenience.*

### **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.

Both Mr R and Aviva have replied and accepted my provisional decision, and so I am making my final decision on the basis of the reasons given in that provisional decision.

### **Putting things right**

To put things right, Aviva should:

- Pay Mr R £518 for the investigations and diagnostic tests in respect of the knocking noise and the warning light
- Consider the report prepared following this and pay for any repairs for additional accident related damage.
- Pay Mr R an additional £350 for the distress and inconvenience caused by the delay in resolving this issue. This is on top of the award made in the final response dated 16 August 2023

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### **My final decision**

My decision is I am upholding Mr R's complaint against Aviva Insurance Company Limited and direct them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 18 June 2024.

Joanne Ward  
**Ombudsman**