

The complaint

Ms F complains about how Aviva Insurance Limited (“Aviva”) handled a claim under her motor insurance policy.

What happened

Ms F had a motor insurance policy with Aviva covering her car.

In June 2023 she was involved in a collision causing damage to the bumper, bonnet and windscreen of her car. She contacted Aviva and made a claim.

Ms F made a complaint to Aviva about some service issues getting her car to its approved repairer and the provision of a courtesy car. It paid her compensation totalling £105 and she accepted this. This was an earlier complaint and doesn’t form part of this approach to this service.

Ms F wanted to change her car. She paid a £400 deposit on a new one, and arranged the insurance for it with Aviva. But when her own car was returned to her, it had damage Ms F says was caused by Aviva’s repairer.

She complained and Aviva refunded her insurance premium for the new car and paid her the £400 for the deposit.

Ms F thinks Aviva’s repairer deliberately damaged her car. After her car was returned to her, the car wouldn’t start. A recovery company found a screwdriver had been left under her bonnet. Ms F said this caused damage to the fan belt. The recovery company also told Ms F an internal panel was loose and it thought ignition wires had been forced into the housing.

Aviva said its repairer hadn’t done any work on the ignition.

Ms F took her car to a manufacturer’s garage. This garage couldn’t report on the full extent of the damage as it didn’t have its key. Ms F said this garage told her that her car was almost worthless due to the unknown extent of the damage, when she said it should have had a retail value of several thousand pounds.

Aviva had the car inspected by an independent engineer. The report said there was no evidence that the damage or problem with the car starting had been caused by Aviva’s approved repairer. The car had done 302 miles in the 16 days since it was returned to Ms F. The report also said there was no visible damage to the belt.

Ms F brought her complaint to this service. Our investigator looked into it and thought the amount Aviva had offered to refund Ms F’s insurance and deposit was fair. He thought the rest of her complaint wouldn’t be upheld as Ms F had driven her car for 16 days and 302 miles before reporting the problem. So he couldn’t say that Aviva’s approved repairer caused it.

Ms F didn’t agree with the view. She said the recovery company provided her with a report that said her car hadn’t been repaired properly. She also said the independent engineer who

inspected the car also confirmed it hadn't been repaired correctly verbally to her.

Because she didn't agree, her complaint has been passed to me to make a final decision.

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.

I've only provided brief details of Ms F's claims journey above, but I'd like her to know that I've read all of the file of evidence I've been provided even if I don't mention it further here. This is in line with the informal nature of this service's approach.

It's important I say that this service's approach looks at whether Aviva's actions were fair and reasonable in how it dealt with Ms F's claim. Having done so I'm not upholding Ms F's complaint. I'll explain why.

Firstly, I've looked at Aviva's decision to refund £400 for the deposit, and the premium Ms F paid on her replacement car. I think this is fair and reasonable.

Turning to the damage Ms F has complained about. In later correspondence with this service Ms F said she thought the various reports she'd had about her car were contradictory. I've read the various reports and emails carefully and I don't reasonably think they are.

Ms F provided a report from a recovery company she used to attend her when her car wouldn't start. It was this recovery company that found the loose screwdriver, reported a "groove" in the fan belt and said there was a problem with a panel containing ignition wires. The report says no power was available to the dashboard. But this report also says

"Our Patrol report is his individual opinion based on his own observations in an emergency rescue environment. It is not an alternative to a garage report, completed in a workshop environment, and any suspected diagnosis provided by us should be checked within such an environment at the earliest opportunity. Our Patrol is unable to give an account of any works reportedly carried out prior to his attendance, nor should this written report be considered an independent mechanical assessment of your vehicle."

The expert report, which is a garage report produced later, says that Ms F's car would start. But one of the keys didn't work in the ignition. The expert says he couldn't see evidence of damage to the belt and if this damage had happened he'd expect to see much more evidence of it under the bonnet.

The expert also said that two other garages had worked on the car's ignition since it left Aviva's repairer.

I've also mentioned above that Ms F's car had covered over 300 miles in the 16 days since it left Aviva's repairer. This is a period and distance I'd reasonably say I'd expect to see a fault reappear if it'd been recently caused.

I can see from the file that the expert happened to visit the car twice more in successive days, which is included in the report. On the first day the car would start but on the second day it wouldn't. There's some speculation in the file about the reason for this and from the information I have it seems that Ms F thinks this intermittent issue was caused by Aviva's repairer not fitting the windscreen correctly.

But it's very important I say that the expert makes no mention of this in his report.

And it's this report that I find central to my consideration of this case. An expert report such as this one should be given appropriate weight in my understanding of the circumstances of Ms F's claim.

Ms F has talked about the recovery company's report confirming the damage – but this report explicitly says it's not a substitute for a detailed garage report. She also talks about being told that the poor fitting of a windscreen by Aviva's repairer had led to her car not being able to start following a rain storm. She says she was told this by the expert. But as I say above, his report does not mention this at all.

It seems to me that Ms F's car is suffering from an intermittent fault with its ignition system, of unknown origin, but which manifested around the time of her claim. Crucially, the report says Aviva's repairer wasn't responsible for the fault, so I can't reasonably uphold this complaint.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 8 March 2024.

Richard Sowden
Ombudsman