

The complaint

Miss J has complained about her motor insurer Aviva Insurance Limited because it returned her car to her after completing repairs, with an engine warning light showing.

What happened

The electric wing mirror of Miss J's car was knocked off. Multiple system warning lights were generated. Aviva took the car for repair, replacing the wing mirror and resolving most of the warning lights. But when it returned the car to Miss J one warning light, for the diesel particulate filter (DPF) was still showing. The garage advised Miss J to drive the car to clear the filter and reset the light. Miss J followed the advice but had to pull over on a dual carriageway due to lack of power.

Miss J tried to call Aviva and its garage. She subsequently walked home and later got the car fixed at a cost of £451.07. She asked Aviva to cover the cost. Aviva said the sensor for the DPF was in the rear of the car, it wasn't likely linked to the wing mirror event. Rather it was a standard maintenance issue. It declined liability for fixing it and for what had happened to Miss J when the car was returned to her. Miss J complained to the Financial Ombudsman Service.

Our Investigator felt Aviva hadn't considered the possibility of a major electrical event having occurred. She felt that seemed likely given the other system warnings generated by the impact to the wing mirror. Our Investigator felt Aviva should have resolved the DPF issue, and certainly not returned the car to Miss J without investigating it. She noted that in the five days after the car was returned to Miss J, she was caused inconvenience. Our Investigator felt Aviva should reimburse Miss J's repair costs, plus interest, and pay her £150 compensation.

Miss J was satisfied by the outcome, but Aviva did not reply. So the complaint was referred for an Ombudsman's 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 note that Aviva's garage has said that it wasn't felt the DPF warning was linked to the wing mirror event because the sensor is sited away from the impact area. That might persuade me in a situation where only an issue of 'force' resulting from an impact is concerned. But, from the detail provided here, the physical impact to the electric wing mirror seems to have caused a response from various electrical systems in the car. Nothing Aviva has said persuades me it was reasonable, in these circumstances, for it to dismiss the DPF issue as unrelated and return the car to Miss J without investigating or fixing it.

The result of Aviva dismissing the issue and returning the car as was, was that Miss J became stranded whilst using the car – in line with Aviva's garage's direction to do so. She then had to get the car fixed at her cost in order to keep mobile. I'm satisfied it's reasonable

for me to require Aviva to reimburse Miss J's outlay, plus interest and also to compensate her for the five days of inconvenience suffered.

Putting things right

I require Aviva to pay Miss J:

- £451.07, plus interest* applied from the date the invoice was paid until settlement is made.
- £150 compensation.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Aviva to take off tax from this interest. If asked, it must give Miss J a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require Aviva Insurance Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 23 February 2024.

Fiona Robinson
Ombudsman