

The complaint

Mr T complains that Aviva Insurance Limited caused further damage to his car after it was taken for repairs following a claim made on his motor insurance policy.

What happened

Mr T was involved in an accident and Aviva took his car for repairs. But after the car was returned Mr T noticed black smoke and an engine noise. He also said one wheel nut was missing. The repairer said the engine noise was unrelated to the accident. Aviva had an independent engineer and a dealership investigate the matter. Both said the smoke and noise were unrelated to the accident or repairs. Aviva offered Mr T £250 compensation for its poor communication and the lost wheel nut. But Mr T remained unhappy that he had to pay £1,600 for his repairs.

Our Investigator didn't recommend that the complaint should be upheld. She thought Aviva had reasonably relied on two expert reports to decide that it wasn't responsible for the engine damage. She thought its offer of £250 compensation was fair and reasonable for the communication problems and the lost wheel nut. She thought it didn't need to do anything further.

Mr T replied that it had taken over a year for the required repairs to be completed. He said the car had been mis-treated during this time causing further damage that hadn't been evident before the accident. He said he hadn't received Aviva's compensation.

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 can understand that Mr T felt frustrated that it took so long to repair his car and that it required rectification work. I can understand that he felt frustrated that he had to pay for further repairs after the car was returned to him. I can also see that he felt stressed that his courtesy car would be withdrawn, leaving him without transport.

Our Investigator explained that Mr T would need to firstly complain to Aviva about the delays in the claim before we can consider that concern. Mr T told us that he has now done this. I can see that Mr T also complained about the lack of courtesy car provision at times, and Aviva responded to this. But Mr T hasn't complained to us about this point of its response. So my consideration here is about the repairs issues.

Mr T listed the areas of repair that he was firstly concerned about:

1. Engine noise and black smoke, which he thought could be caused by the car being driven whilst without coolant after the radiator was damaged in the accident, or by the length of time the car was kept unused.
2. Nails in two tyres causing punctures.
3. Battery retaining bracket missing after the repairer removed the battery.
4. Wheel arch moulding ill-fitted.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Where there are disputes about repairs, as here, we think it's good practice that an independent engineer's report is obtained to try and resolve matters. And I can see that Aviva did this here. It commissioned an independent engineer's report. This said that the engine noise was unrelated to the claim or repairs. It said it couldn't now establish how the tyres had been damaged as they had been replaced. But it did say that the repairer should replace the missing bracket and refit the wheel arch moulding.

Aviva also referred the car to a dealership for diagnosis as its repairer had requested this. This said the engine noise was related to the timing chain and that it needed to be replaced. Mr T told us that the garage also said this was unrelated to the accident or repairs. But Aviva agreed to rectify the issues with the tyres, wheel arch and battery bracket.

I think Aviva reasonably investigated Mr T's concerns about the engine noise and considered the expert evidence available before making its decision that this was due to wear and tear and not the repairs. It offered to consider any further expert evidence Mr T provided, but I can't see that he's provided any diagnostic reports to show that the noise was related to the repairs.

Mr T thought the noise could be due to the car being driven without coolant. He said the car had been driven for 70 miles whilst in the repairer's care. I can't understand why the car was driven this distance, or when. But neither expert report related the engine noise to this. So I can't say that this is relevant.

Mr T provided us with an invoice from his garage showing that he had the car's clutch replaced shortly before the accident. He said the noise and smoke weren't then mentioned. I don't doubt this, but the invoice isn't a diagnostic report. So I can't say that it is persuasive that the faults weren't then present or that they couldn't later develop.

Mr T later said that a wheel nut was missing, which he paid to have replaced. He said further work was needed to the coolant system. And he said the battery was still insecure.

I can't see that Mr T has raised with Aviva that further work was needed to the coolant system. And if he thinks this was related to the repairs or the accident he should firstly complain to Aviva to give it opportunity to respond.

Aviva accepted that the wheel nut could have been lost during the repairs and it included this cost in its compensation offer of £250. This also took into account Mr T's need to make many calls to try and sort out his repairs over 18 months. I think this offer of compensation is fair and reasonable as it's in keeping with our published guidance where errors have caused trouble and upset over a long period that needed quite an effort to resolve.

So I think Aviva has justified its decision that it isn't responsible for the timing chain issues with the car. And so I don't require it to refund Mr T for this cost. Aviva agreed to rectify the issue with the battery and pay Mr T £250 compensation for his trouble and upset and the lost wheel nut. I think it should now do this if it hasn't already done so.

My final decision

Aviva Insurance Limited has already made an offer to settle Mr T's complaint and I think this offer is fair and reasonable. So my final decision is that I require Aviva Insurance Limited to pay Mr T £250 compensation for his distress and inconvenience (including the cost of his wheel nut) and to rectify the issue with the battery bracket.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or

reject my decision before 29 March 2024.

Phillip Berechree
Ombudsman