

The complaint

Mr B complains that Aviva Insurance Limited mishandled a claim on his motor insurance policy.

What happened

The subject matter of the claim and the complaint is a car, made by a premium-brand car maker and first registered in 2011.

Mr B acquired the car in mid-April 2021.

For the year from mid-April 2023, Mr B had the car insured on a comprehensive policy with Aviva.

Unfortunately, on about 10 July 2023, Mr B reported that a taxi had reversed into his car while it was parked, scratching its front.

Aviva arranged repair to the front of the car. Much of the complaint is about acts or omissions of Aviva's repairer. Insofar as I hold Aviva responsible for them, I may refer to them as acts or omissions of Aviva.

In September 2023, Mr B complained to Aviva that it should repair the car's climate control unit and so restore proper operation of the engine fan.

By a final response dated late October 2023, Aviva turned down the complaint. It said the following:

"Results of our diagnostics noted errors relating to the fan output and air conditioning unit which were triggered at 33,711.8 miles. Based on the MOT history this would place the error between 2014 and 2015, well before Aviva or even yourself were in possession of the vehicle."

Mr B brought his complaint to us at the end of October 2023.

our investigators' opinions

Our first investigator recommended that the complaint should be upheld. He didn't think that Aviva had shown enough evidence that the problems with the vehicle's climate control and engine fan existed before the repairs. The investigator recommended that Aviva should:

1. get these problems fixed; and
2. award Mr B £100.00 compensation for the trouble and upset caused by having to use his vehicle with these issues and having to resolve these issues with Aviva and their agents.

Mr B accepted the first investigator's opinion.

Aviva disagreed with the first investigator's opinion and provided further information.

In mid-February 2024, Mr B told us that he'd had the expense of fitting a second-hand climate control unit.

Our second investigator didn't recommend that the complaint should be upheld. She didn't think that she had any evidence to show the damage could be attributed to Aviva.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr B and to Aviva on 16 April 2024. I summarise my findings:

Aviva has maintained that the fault with the climate control was first recorded at a time when the odometer reading was 54,254 kilometres. The source of that evidence is a diagnostic report.

That report has a heading with a date of 18 September 2023 and a main odometer reading of 154,254 kilometres. That is exactly 100,000 kilometres more than 54,254 kilometres. That would be an extraordinary coincidence. So I found it more likely that (for some technical reason) the report was "abbreviating" the figure of 154,254 kilometres to 54,254 kilometres.

I was minded to accept the evidence of Mr B and his repairer that there was no fault with the climate control unit when he handed the car over to Aviva's repairer. I was minded that it's more likely that the fault first appeared when the odometer reading was 154,254 kilometres on or shortly before 18 September 2023 when Aviva's repairer did the diagnostic check. So I was minded to find it fair and reasonable to hold Aviva responsible for the fault and for the cost of putting it right.

Further, I was minded that Aviva is responsible for leaving Mr B with a car with no cooling or heating from September 2023 to February 2024. Worse, Aviva made Mr B feel that he was being accused of dishonestly claiming for a fault that had existed ever since he had been in possession of the car.

Subject to any further information either from Mr B or from Aviva, my provisional decision was that I upheld this complaint in part. I intended to direct Aviva Insurance Limited to pay Mr B:

1. reimbursement of the amount of the invoice he paid for fitting the second-hand climate control unit (subject to Mr B providing that invoice and evidence of payment); and
2. simple interest on the amount it reimburses at a yearly rate of 8% from the date of Mr B's payment to the date of its reimbursement. If Aviva considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr B how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate; and
3. £500.00 for distress and inconvenience.

Mr B responded to the provisional decision as follows:

"Please find attached the invoice for the air control unit as requested. You will note no labour has been charged simply due to the fact that I had not been able to use the vehicle without the window wound down for months and a certain amount of goodwill

played a part on the part of the garage I used. As the Air Con unit was second hand the colour of the replacement panel does not match the rest of the car (due to rarity of second-hand parts for this model), which may present a problem when I come to sell the vehicle.

One of the reasons why [repairer] was vigorous in defending their position was that replacing the unit would cost more than the repair they had carried out in their own Bodyshop facility.

I can provide proof of payment but the amount stated on the invoice seems trivial in relation to the claim."

Aviva disagreed with the provisional decision. It says, in summary, that:

- The climate control and engine fan issue is unrelated and a pre-existing issue. It doesn't believe the insured has been dishonest, but has been unaware of the issue. The data shows the fault first appeared before the insured owned the vehicle, so it's likely he may not have known about this.
- The vehicle was parked, and the systems powered down, when the vehicle suffered a light frontal impact. This rules out any electrical spikes. The climate control module is at the front of the vehicle, but this is well protected and would not be affected by a low-speed impact. The engineer highlighted that, even with a medium to heavy frontal impact, damage to the climate control is uncommon.
- The insured's repairer is not manufacturer-approved. The insured stated this was a body centre instructed to carry out works to the back bumper and the only evidence the insured provided to show the vehicle was fine was an email from the repairer. Even if it appeared fine at the time the repairer was not instructed to perform diagnostics. Had they needed to, they should have found the historic fault.
- The diagnostic was performed by Aviva's repairer themselves, using manufacturer-specific equipment, and the results for this are printed directly from the scanner. The data is automatically generated, and the handlers are unable to manually input or change the figures. The figures are factual.
- The repairer did not need to touch the climate control and engine fan during the repair process.
- The engineer has also found this is a common fault for this vehicle, which is addressed on several user forums online.
- The diagnostics were performed before and after the repair process, and neither showed active faults for the climate control or engine fan, only historic. Electrical issues are instantaneous and if the impact or the repairs had caused this, the issue would have presented itself immediately. The issues only occurred once the vehicle was driven from the repairer. The fact the repairer carried out diagnostics isn't evidence there was something wrong, but evidence the repairer followed their repair process.
- A coincidence with the mileage is insufficient to overturn this 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 repairer took a photograph on about 10 August 2023, showing the odometer reading as 94,462 miles. I think that's equivalent to about 152,000 kilometres.

Mr B has sent us a document from the repairer who had his car shortly before Aviva's repairer. It included the following:

"... was on site with us for the repairs to the rear bumper from 4th September until the 9th.

Whilst on site, the vehicle is mobile within the workshop and also to our valeting centre ... , and we found that all dials and functionality of internal electrics to be operating within expected parameters.

We did note that a blind spot assist sensor to be malfunctioning, but all internal controls to function normally including the climate control unit."

From that, I consider that Mr B's repairer was saying that it had found no issue with the climate control unit before the vehicle left on 9 September 2023.

Aviva's field engineer inspected the vehicle and reported in October 2023 as follows:

"It became apparent that the engine fan had started within circa one minute of starting the vehicle and began to run up to a high speed. The fan continued to run at a high speed within no signs of stopping. There was no period of extended use before my inspection that would result in the engine becoming hot and require the cooling fan to continue to operate. With my given access, there appeared to be no other damage present that would cause this.

On inspection of the interior of the vehicle, I have noted that the climate control system panel is non-operational. No lights show on the control/s indicating it is operating in any function. [The car maker's] ... system diagnostics report provided by the repair which was completed as part of the repair process (see images). Generic errors codes shown as would be expected as part of the repair, and then reset accordingly so that they no longer show. Two other error are showing which relate to the 'Fan Output' and data received from the 'Air Conditioning Control Unit'. Both error codes are recorded as triggered at 54,254 Kms (33,711.8 miles). This mileage is significantly before the mileage/odometer reading at the time of repair.

Based on the information above, I would conclude that the issues surrounding the engine fan and air conditioning happen before the event and not related"

From that, Aviva has maintained that the fault with the climate control was first recorded at a time when the odometer reading was 54,254 kilometres. The source of that evidence is a diagnostic report.

That report has a heading with a date of 18 September 2023 and a main odometer reading of 154,254 kilometres. That is exactly 100,000 kilometres more than 54,254 kilometres. That would be an extraordinary coincidence. So I find it more likely that (for some technical reason) the report was "abbreviating" the figure of 154,254 kilometres to 54,254 kilometres.

For that reason, I find that Aviva was incorrect to believe that the car's electronic system was saying that the fault with the climate control unit first appeared when the odometer reading was 54,254 kilometres.

Rather I accept the evidence of Mr B and his repairer that there was no fault with the climate control unit when he handed the car over to Aviva's repairer. I consider that it's more likely that the fault first appeared when the odometer reading was 154,254 kilometres on or shortly before 18 September 2023 when Aviva's repairer did the diagnostic check. So I find it fair and reasonable to hold Aviva responsible for the fault and for the cost of putting it right.

Further, I consider that Aviva is responsible for leaving Mr B with a car with no cooling or heating from September 2023 to February 2024. Worse, Aviva made Mr B feel that he was

being accused of dishonestly claiming for a fault that had existed ever since he had been in possession of the car. Also, when it provided further information in late January 2024, Aviva missed an opportunity to notice the coincidence between 154,254 kilometres and 54,254 kilometres.

Aviva's response to the provisional decision

Aviva says that the issue with the climate control unit and engine fan first occurred at 54,254 kilometres before Mr B bought the car and he may not have noticed it. However, he had had the car for a couple of years and I think he would've noticed if the climate control panel had no lights on, the car had no cooling or heating and the engine fan was usually running.

Aviva says that the accident wouldn't have damaged the climate control unit and engine fan. However, that reverts to answering a complaint that Mr B never made. He has consistently said that the issue arose during the repair.

Aviva questions the evidence from Mr B's previous repairer. But Mr B's repairer noted a malfunction of a blind-spot sensor. So I think his repairer would've noticed if the climate control panel had no lights on, the car had no cooling or heating and the engine fan was usually running.

Aviva says the figures from the diagnostic report are factual. Aviva has also provided an exchange of emails with the repairer. However, the emails don't show that Aviva asked the repairer whether the print-out might "abbreviate" a mileage. So its repairer hasn't commented directly on that.

Aviva says that its repairer did not need to touch the climate control and engine fan during the repair process. I accept that. However, I consider that the evidence shows that the fault occurred while the vehicle was at the repairer, most likely as a result of something the repairer did.

Aviva says that diagnostics were part of the repair process. I accept that. Aviva also says that the fault was historic rather than active. However, Mr B complained about the fault shortly after getting his car back. So I find it likely that the fault was present at the end of the repair.

Aviva says there is a coincidence between the odometer readings of 54,254 kilometres when the fault first appeared and 154,254 kilometres when its repairer did a diagnostic report. However, I find that too much of a coincidence to be true.

Aviva says that the fault is a common fault for this vehicle. I have no reason to doubt that. Nevertheless, I find Aviva responsible for the occurrence of that fault in this vehicle.

Mr B's response to the provisional decision

From the photographs, I note that the fitting of the replacement climate control unit is a little unsightly. However, Mr B must've accepted that in December 2023. The context is a car first registered in 2011. Mr B hasn't provided any evidence that the second-hand unit has devalued the car.

Mr B has now provided a copy of an invoice dated 12 December 2023. That includes a charge for a routine service. I don't consider that he is claiming for reimbursement of that. The invoice also includes a charge of £65.00 plus VAT (which makes a total of £78.00) for a "*Lower heater control panel*" which I accept was the climate control unit.

Putting things right

So I find it fair and reasonable to direct Aviva to reimburse Mr B £78.00. As he has been out of pocket since he made that payment, I will direct Aviva to pay interest on it from that time until the date of reimbursement at our usual rate.

Keeping in mind the impact on Mr B, I find it fair and reasonable to direct Aviva to pay him £500.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Aviva Insurance Limited to pay Mr B:

1. £78.00 in reimbursement for the second-hand climate control unit; and
2. simple interest on that amount at a yearly rate of 8% from 12 December 2023 to the date of its reimbursement. If Aviva considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr B how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate; and
3. £500.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 31 May 2024.

Christopher Gilbert

Ombudsman